

賬戶號碼

Account No. : \_\_\_\_\_

客戶名稱

Client  
Name : \_\_\_\_\_

日期

Date : \_\_\_\_\_

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# Corporate Commodities Limited

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## 客戶交易協議

## CLIENT TRADING AGREEMENT



協聯期貨有限公司  
Corporate Commodities Limited

個人/聯名帳戶適用 For Individual/Joint Account

帳戶類別: ☐ 個人帳戶 Individual Account ☐ 聯名帳戶 Joint Account  
Account Type

I. 個人資料 Individual Particulars

1. 姓名 Name \* 先生 / 女士 / 太太 / 小姐 \* Mr / Ms / Mrs / Miss

英文  
English (姓氏 Family) (名字 Given)

中文  
Chinese

2. 住址 (\* 租用 / 自置: 有按揭 / 沒有按揭)  
Residential Address (\* rented / self-owned: mortgaged / mortgage free)

3. 通訊地址 Correspondence Address  
(如有別於住址 if different from residential address)

4. 香港身份證 / 護照號碼  
H.K. ID Card / Passport No.

5. 國籍 Nationality ☐ 婚姻狀況 Marital Status ☐ 已婚 Married ☐ 單身 Single

I declare that I \* am / am not a US citizen, US resident, Green Card holder or US taxpayer and I will notify you if there is any change.  
本人謹此聲明本人\*是 / 不是美國的公民、居留人士、綠卡持有人或納稅人，如之後有任何改變即通知貴公司。

6. 出生日期 Date of Birth (日DD / 月MM / 年YY)

7. 配偶姓名 Spouse's Name

8. 聯絡方法 Contacts  
電郵地址 Email Address

收取電子結單並同意第6頁的條款: \*是 / 否  
Receive e-statement and agree with the terms on P.4: \*Yes / No

手提電話 Mobile Phone No. 住宅電話 Home Phone No.

公司電話 Office Phone No. 住宅傳真 Home Fax No.

公司傳真 Office Fax No.

客戶資料聲明  
Client Information Statement

帳戶號碼:  
Account Number:

首名帳戶持有人資料 1<sup>st</sup> Account Holder Particulars

II. 業務 / 工作狀況 Business / Employment Status

1. 現任僱主 Current Employer

(或自僱業務名稱 or name of business if self employed)

2. 行業 Industry

3. 職位 Position 受僱年期 Years of Service

4. 公司地址 Business Address

III. 財務狀況 Financial Status

1. 收入來源 Income Source ☐ 沒有 Nil ☐ 租金 Rent ☐ 薪金 Salary ☐ 業務溢利 Business profit ☐ 佣金 Commission ☐ 其他 Others

2. 每年收入 Annual Income

☐ < HK\$100,000 ☐ HK\$100,001 ~ 250,000  
☐ HK\$250,001 ~ 500,000 ☐ HK\$500,001 ~ 1,000,000  
☐ HK\$1,000,001 ~ 2,000,000 ☐ > HK\$2,000,000

3. 估計資產淨值 Estimated Asset Net Worth

所持資產 Assets held ☐ 物業 Property ☐ 證券 / 基金 Securities / Funds ☐ 存款 Deposits ☐ 其他 Others

IV. 投資經驗 Investment Experience

1. 投資目的 Investment Objective (可選多項 can choose one or more items)

☐ 投機增值 Speculative gain ☐ 風險管理 Risk management  
☐ 其他 Others

2. 投資經驗 / 年期 Investment Experience / Years

☐ 證券 Securities ☐ 未有經驗 No experience  
☐ 期貨/期權 Futures/Options ☐ <1 Years ☐ 1-5 Years  
☐ 其他 Others ☐ 5-10 Years ☐ >10 Years

\*please delete as appropriate \*請將不適用者刪去

(此頁只適用於聯名帳戶)

聯名帳戶適用 For Joint Account Only

I. 個人資料 Individual Particulars

1. 姓名 Name \* 先生 / 女士 / 太太 / 小姐 \* Mr / Ms / Mrs / Miss

英文

English

(姓氏 Family)

(名字 Given)

中文

Chinese

2. 住址 (\* 租用 / 自置 : 有按揭 / 沒有按揭)

Residential Address (\* rented / self-owned : mortgaged / mortgage free)

3. 通訊地址 Correspondence Address

(如有別於住址 if different from residential address)

4. 香港身份證 / 護照號碼

H.K. ID Card / Passport No.

5. 國籍

Nationality

婚姻狀況

Marital Status

☐ 已婚 Married

☐ 單身 Single

I declare that I \* am / am not a US citizen, US resident, Green Card holder or US taxpayer and I will notify you if there is any change.

本人謹此聲明本人\*是 / 不是美國的公民、居留人士、綠卡持有人或納稅人，如之後有任何改變即通知貴公司。

6. 出生日期

Date of Birth

(日DD / 月MM / 年YY)

7. 配偶姓名 Spouse's Name

8. 聯絡方法 Contacts

電郵地址 Email Address

收取電子結單並同意第6頁的條款 : \*是 / 否

Receive e-statement and agree with the terms on P.4: \*Yes / No

手提電話 Mobile Phone No.

住宅電話 Home Phone No.

公司電話 Office Phone No.

住宅傳真 Home Fax No.

公司傳真 Office Fax No.

第二名帳戶持有人資料 2<sup>nd</sup> Account Holder Particulars

II. 業務 / 工作狀況 Business / Employment Status

1. 現任僱主 Current Employer

(或自僱業務名稱 or name of business if self employed)

2. 行業

Industry

3. 職位 Position

受僱年期 Years of Service

4. 公司地址 Business Address

III. 財務狀況 Financial Status

1. 收入來源

Income Source

☐ 沒有 Nil

☐ 薪金 Salary

☐ 佣金 Commission

☐ 租金 Rent

☐ 業務溢利 Business profit

☐ 其他 Others

2. 每年收入 Annual Income

☐ < HK\$100,000

☐ HK\$250,001 ~ 500,000

☐ HK\$1,000,001 ~ 2,000,000

☐ HK\$100,001 ~ 250,000

☐ HK\$500,001 ~ 1,000,000

☐ > HK\$2,000,000

3. 估計資產淨值

Estimated Asset Net Worth

所持資產  
Assets held

☐ 物業 Property

☐ 存款 Deposits

☐ 證券 / 基金 Securities / Funds

☐ 其他 Others

IV. 投資經驗 Investment Experience

1. 投資目的 Investment Objective (可選多項 can choose one or more items)

☐ 投機增值 Speculative gain

☐ 其他 Others

☐ 風險管理 Risk management

2. 投資經驗 / 年期 Investment Experience / Years

☐ 證券 Securities

☐ 期貨/期權 Futures/Options

☐ 其他 Others

☐ 未有經驗 No experience

☐ <1 Years

☐ 5-10 Years

☐ 1-5 Years

☐ >10 Years

\*please delete as appropriate \*請將不適用者刪去

## V. 銀行帳戶資料 Bank Account Details

- 銀行名稱 Name of Bank 帳戶名稱 Account Name
- 銀行帳戶號碼 Bank Account Number  
 (1) 港幣 HKD:

## VI. 聲明 Declaration

- 帳戶最終受益人 Ultimate Beneficial Owner of the Account  
☐ 客戶本人 The Client  
☐ 其他(請提供下列資料) Others (please provide details)  
 姓名 Name   
 身份證/護照號碼 ID/Passport No. 電話號碼 Phone No.  
  
 通訊地址 Correspondence Address
- 客戶是否與本公司任何董事或職員有任何親屬關係?  
 Do you have any relationship with any director or employee of the Company?  
☐ 沒有 No ☐ 有(請提供下列資料) Yes (please provide details)  
 董事或職員之姓名 Name of Director/Employee  
  
 關係 Relationship:
- 客戶是否交易所參與者之董事或職員或證監會註冊人/持牌人?  
 Are you a director or employee of an Exchange Participant of the HKFE or a registered / licensed person of the SFC?  
☐ 不是 No ☐ 是 Yes  
 交易所參與者/註冊人/持牌人名稱  
 Name of Exchange Participant/Registered/Licensed Person

## VII. (a) 佣金 Commission

Futures: HSI & HHI HK\$ / (即日 Day trade / 過夜 Overnight)  
 MHI / MCH HK\$ / (即日 Day trade / 過夜 Overnight)  
 Options: 1% on premium (mini. HK\$ / max. HK\$ )  
 Mini options: 1% on premium (mini. HK\$ / max. HK\$ )  
 Other products:

## VII. (b) 佣金 Commission - Internet

Futures: HSI & HHI HK\$ / (即日 Day trade / 過夜 Overnight)  
 MHI / MCH HK\$ / (即日 Day trade / 過夜 Overnight)  
 Options: 1% on premium (mini. HK\$ / max. HK\$ )  
 Mini options: 1% on premium (mini. HK\$ / max. HK\$ )  
 Other products:

客戶聲明此客戶資料聲明所載之資料(特別是關於本人是否美國的公民/居民/綠卡持有者/納稅人(個人資料第5項))均屬真實、完全及正確,如有任何更改,須於一個月內通知本公司。除非本公司收到任何客戶資料變更之通知,本公司可完全依賴此等資料及聲明作任何用途。本公司獲授權在任何時間與任何人士聯絡,包括客戶之銀行、經紀或任何信貸機構以核實此資料聲明所提供之資料。

The Client(s) represent that the information (particularly whether the client is a US citizen/ resident/ green card holder/ taxpayer (Individual Particulars item 5)) contained in this Client Information Statement Form is true, complete and accurate and agree to notify the Company within one month if there is any change in such information. The Company is entitled to rely fully on such information and representations for all purposes, unless and until the Company receives notice of any change. The Company is authorized at any time to contact anyone, including the Client's bank, brokers or any credit agency, for the purpose of verifying the information provided in this Information Statement.

首名帳戶  
 持有人簽署  
 First Account Holder's  
 Signature  
 日期 Date

第二名帳戶  
 持有人簽署  
 Second Account  
 Holder's Signature  
 日期 Date

## 電子交易服務 Electronic Trading Services

客戶特此申請使用電子交易服務,並確認:-  
 The Client(s) hereby request for using Electronic Trading Service and confirm:-

客戶已閱讀及明白本公司所訂定之客戶交易協議,及本公司不時修訂之電子服務使用條款,客戶承諾在任何時間均會按照該等協議及條款之規定使用有關服務。客戶更確認客戶為唯一獲授權使用該電子服務之使用者,並對交易密碼之保密及使用承擔全部責任,所有透過電子服務所發出之指示,均可視為由客戶親自作出,客戶同意負全責。

The Client(s) have read and understand the provisions of the Company's Client Trading Agreement and all provisions which the Company may amend from time to time relating to the use of Electronic Services. The Client(s) also confirm that the Client(s) are the only authorized user(s) of the Electronic Services and are fully responsible for the confidentiality and use of the Access Codes. All instructions entered through the Electronic Services shall be deemed to be made by the Client(s) and the Client(s) agree to be fully responsible for all instructions so entered.

客戶簽署 Client(s) Signature 日期 Date

**同意以電子方式接收交易結單**  
**Consent for Receiving Statement of Account through e-mail**

就選用收取電子結單服務，客戶確認接受下列條款及條件：

By electing to receive statement of account through e-mail, the Client confirms acceptance of the following terms and conditions :

1. 客戶明白接收電子結單是《證券及期貨條例》第 400 條所許可的其中一種方法來獲取交易文件，當客戶選用此方法後，本公司將不會向客戶寄出結單，故此，客戶應當定期查看電郵信箱以收取有關電子結單送達的通知。當收到本公司寄發的電子結單後，客戶應小心查閱，確保在發出日期 3 天內，能盡快向本公司指正所發現的任何錯漏。  
The Client understands that email is an eligible form for the company to send documents to clients under Section 400 of the Securities and Futures Ordinance. Once the Client selects this method for receiving statements of account, the company will not send the same to the Client by post; therefore, the Client should check the electronic mail box regularly for such statements. When any statement from the company is received, the Client should review it carefully and report to the company any error or problem within 3 days from the day when the statement is sent to the Client.
2. 客戶應把電子結單儲存於電腦或其他儲存裝置，或將之列印，以供日後參考。  
After receiving any statement, the Client should keep an electronic copy in computer or other devices for storage or print out a hard copy for future reference.
3. 客戶知悉網上及電郵服務可能涉及若干資訊科技風險及會中斷，如電子結單發出後遭退回，本公司便會於原應發出電子結單當日之後一天內盡快把結單的列印本免費郵寄給客戶。  
The Client acknowledges that Internet and email services may be subject to certain IT risks and disruption. If any statement is returned undelivered, the company will send the Client free of charge a hard copy of the statement by post (normally on the next business day of the original delivery day) as soon as practicable.
4. 如已更改收取結單的電郵地址，客戶承諾盡快以書面通知本公司。  
If there is any change in the email address for receiving statement of account, the Client should give the company written notice of the change as soon as practicable.
5. 如欲取消以電子方式接收電子結單的服務，客戶須於生效日前三日將書面通知送達本公司。  
If the Client decides to revoke the election of receiving statement of account through email, the Client should give the company written notice which should be received by the company at least 3 days in advance of the effective day of the revocation.
6. 客戶知悉如日後向本公司索取已經電郵發送的電子結單的列印本時，需（按收費表上不時更新的價目）繳付額外的服務費用。  
A fee (as shown in the company's schedule for service fees which is subject to change from time to time) will be charged if the Client requests from the company a hard copy of statement of account which has been sent to the Client through email.

客戶主任姓名及代號 Name & Code of Account Executive

與客戶主任相識年期 How long known to Account Executive

已獲銀行或信貸參考 Bank or credit reference checked

☐ 是 Yes

☐ 否 No

 備註 Remarks

介紹人 Introduced by

日期 Date

批核 Approved by

日期 Date

其他備註 Other Remarks

#### 文件核對表 Document Check List

☐ Client Trading Agreement

☐ Consent form for disclosure to USIRS for US-related client

☐ Copy of I.D. Card or Passport

☐ ML / TF Risk Assessment Form

☐ Address Proof

☐ Standing Authority (if applicable): \_\_\_\_\_

☐ Negative File Check

☐ Others : \_\_\_\_\_

☐ AEOI

填寫 Prepared by

日期 Date

核查 Checked by

日期 Date

#### 電子服務 Electronic Services

發出使用者密碼

User ID Issued

處理 Handled by

日期 Date

發出通行密碼

Password Issued

處理 Handled by

日期 Date





# 客戶交易協議

致： 協聯期貨有限公司

香港 炮台山 英皇道 250 號 北角城中心 4 樓 408 ~ 9 號室  
(期交所參與者 (證監會註冊 CE no.: AAK110) 及根據證券及期貨條例從事期貨合約交易業務的持牌法團)

本人 / 吾等(請填寫姓名 / 名稱及地址)

茲要求 貴公司根據下列條款及條件，為本人 / 吾等運作一個帳戶：

## 1. 釋義

1.1 除非文意另有所指，本協議下述字詞將作如下解釋：

「交易密碼」	指所有私人身份密碼、代碼及用以接達任何電子服務之通行密碼；
「帳戶」	指 貴公司根據本協議為本人 / 吾等開立及維持之商品買賣帳戶；
「關聯公司」	指 貴公司之任何附屬公司或控股公司，該控股公司之任何附屬公司，及任何 貴公司或該控股公司擁直接或間接控制權之公司；
「代理人」	指任何關聯公司及/或 貴公司委任之任何代理人、聯營公司、資訊服務供應商、其他金融產品供應商或執行、保管或其他設施供應商；
「核准債務證券」	指外匯基金票據，香港特別行政區政府發行的票據及其他債務證券 / 票據，而該等證券 / 票據為期交所不時批准可接納為保證金的用途；
「核准證券」	指盈富基金單位及其他經期交所不時批准可接納為保證金用途的證券；
「結算所」	指由期交所委託，或由其成立及運作向交易所參與者（據交易所規則的釋義）提供交易所合約結算服務的團體；
「客戶資料聲明」	指本人 / 吾等開立帳戶時所填寫之資料聲明表格；
「商品」	含期交所的交易所規則第一章所賦予之定義；
「貴公司」	指協聯期貨有限公司；
「電子服務」	指由 貴公司不時提供的，以使本人 / 吾等能運作帳戶及以電子方式發出有關商品買賣及處理指示和資訊服務；
「交易所合約」	指經證監會及期交所批准於市場交易的商品合約，其成交可成為一張期貨 / 期權合約；
「港交所」	指香港交易所及結算所有限公司
「資訊供應商」	指任何提供包括任何證券、期貨或商品交易所資訊之第三者，或其資訊被載於電子服務內之資訊售賣商；
「指示」	指由本人 / 吾等發出之帳戶運作指示（如下列第 4.2 分條所述）；
「保證金」	指 貴公司跟據期交所的交易所規則而要求本人 / 吾等支付的存款、抵押品及保證金（包括但不限於首筆保證金及追加保證金）；
「市場」	指不時由期交所成立及運作的市場；
「監管機構」	指任何（香港或海外）有關的交易所、證券監管機構（包括但不限於聯交所及證監會）、政府部門、稅務機構及/或公共機構；
「期交所」	指香港期貨交易所有限公司；
「證監會」	指證券及期貨事務監察委員會；
「證券及期貨條例」	指不時修訂、綜合或被替代之證券及期貨條例（香港法例第 571 章）及其任何附屬法例；
「交易」	指已執行之指示。

1.2 在本協議內，單數詞彙包含複數之意思，反之亦然；有性別含義之詞彙，同時包括男性及女性。

## 2. 帳戶

- 2.1 本人 / 吾等確認客戶資料聲明內所載資料均屬真實、完整及正確，倘該等資料有任何變更，本人 / 吾等將會即時通知貴公司。本人 / 吾等特此授權 貴公司對本人 / 吾等之信用進行查詢，以核實上述表格所載資料。
- 2.2 本人 / 吾等確認，本人 / 吾等為帳戶內每宗交易有關的指示之最終負責人及最終受益人（但在客戶資料表格或在其他予 貴公司之通知內已披露之其他人士或機構除外）。本人 / 吾等只會為本身進行交易，否則須另行以書面通知 貴公司。
- 2.3 除下文第 4.5 分條、第 10 條及第 20 條另有規定外， 貴公司將會對本人 / 吾等帳戶之有關資料予以保密，但 貴公司可以提供該等資料予有關監管機構以符合其對資料之規定或要求，及在接獲任何法庭頒令或法律條文之要求下，即時提供該等資料予其他人士。

## 3. 法例及規則

- 3.1 所有交易均須根據適用於 貴公司之一切法例、規則和監管指示之規定而進行，這方面之規定包括期交所及結算所之規則，或 貴公司作為會員 / 參與者或對之有任何責任的任何交易所、市場及其結算所的規則。 貴公司根據該等法例、規則及指令而採取之所有行動均對本人 / 吾等具有約束力。

## 4. 指令及交易

- 4.1 本人 / 吾等確認所有商品交易乃於 貴公司及本人 / 吾等清楚理解雙方將實際履行該等交易的情況下而訂立。除非 貴公司（在賬戶結單或其他單據內）註明以當事人身份進行交易，否則 貴公司將以本人 / 吾等之代理人身份進行交易。
- 4.2 本人 / 吾等將不時以口頭，書面或透過電子服務方式，就本人 / 吾等的賬戶，發出指示（但不限於下述的）以：
- (a) 購買及 / 或出售商品、存入款項、核准債券、核准證券、財物、文件或本人 / 吾等的其他財產（不論是否為保管、作為保證金（不論是首筆保證金或追加保證金）或抵押品或是其他的用途）以及從賬戶提取款項及轉賬；
  - (b) 提交、賣出或處理所有或任何由 貴公司或其代理人不時替本人 / 吾等持有的款項、核准債券、核准證券、財物、文件或其他財產，不論其是否持作保證金、抵押品、保管或其他用途；
  - (c) 取消據此分條而發出的任何指示，而 貴公司一概不須為不能成功執行而負任何責任，除非有顯著的疏忽或蓄意的違責；

及接受所有進款以有效釋除對 貴公司關於本帳戶欠 貴公司或其代理人的，或他們所持有的款項、核准債務證券、核准證券、商品、財物、文件或其他財產的責任。

- 4.3 在接到本人 / 吾等指示後， 貴公司須在其認為合理切實可行之情況下，根據該等指示出售及 / 或購買商品，惟 貴公司在任何時間下均有接受或拒絕購買指示之絕對酌情權，尤其是（但不限於）當本人 / 吾等帳戶內未有足夠的保證金而未能達到 貴公司不時修訂之最低保證金額的規定。本人 / 吾等更知悉， 貴公司可在代本人 / 吾等執行任何商品交易前，要求本人 / 吾等在帳戶內存放足夠之可即兌款項及 / 或 貴公司認可之抵押品作為追加保證金。
- 4.4 本人 / 吾等確認本人 / 吾等已經詳細閱讀、考慮及明白第 7 條及第 14 條所列的風險披露聲明，本人 / 吾等自願並能夠承受商品交易所引致的財務風險及其他的損失（不論其是否已於上述的風險披露聲明中列出），並同意於任何情況下 貴公司概不需對因交易而引起的損失負任何責任，特別是（但不限於）因依從 貴公司的職員或代理人的意見（不論是否犯有疏忽）而作出的交易決定。
- 4.5 本人 / 吾等確認：
- (a) 本人 / 吾等知悉，有關交易所合約的交易，期交所的規則、規例及程式對本人 / 吾等與及 貴公司均具約束力，而跟據該等規則，當 貴公司須在期交所或證監會提出要求時，披露本人 / 吾等的姓名或名稱，實益身份及期交所或證監會可能要求的其他有關本人 / 吾等的資料，而本人 / 吾等同意將會提供該等資料與 貴公司，以符合上述規則、規例及程式及《證券及期貨條例》的要求。如 貴公司未能符合期交所規則中 606(a) 及 613(a) 條的披露要求，期交所可以代表本人 / 吾等將合約平倉。在此分條之中，實益身份指帳戶的最終受益人，如其本身為有限公司或法團，則指該有限公司或法團的股本的實益擁有者，包括透過代表人或信託而持有者。
  - (b) 本人 / 吾等有責任預先取得本人 / 吾等所屬國家的許可才執行交易。倘本人 / 吾等於香港以外之地區居住或發出指示，本人 / 吾等同意確保及聲明所給予之該等指示將符合發出指示地方有關司法權區之適用法律，而本人 / 吾等倘遇有疑問，將徵詢或尋求有關司法權區之法律意見。本人 / 吾等接受可能須就任何於香港以外地區所發出之指示而向有關機關支付稅項或費用，而本人 / 吾等同意支付該等稅項或費用（如適用）。本人 / 吾等亦同意應要求彌償 貴公司關於或由於本人 / 吾等在香港以外居住或發出指示而使 貴公司可能蒙受或引致之任何索償、索求、訟訴費用及開支。

- 4.6 本人／吾等知悉，如 貴公司代本人／吾等於期交所之外的其他市場進行期貨／期權交易，則該等交易需受到有關市場及交易所的規則，而非期交所的規則所規限，本人／吾等因而可能會就不同市場及交易所進行交易而獲得不同程度及類別的保障。
- 4.7 本人／吾等確認除第 4.12 及 4.13 分條外， 貴公司無須對本人／吾等提供有關持倉的任何資料，及沒有責任（雖然貴公司有權自行決定）代為平倉（除非跟據本人／吾等的平倉指示），而款項或文件的提交，須跟據 貴公司的須要及早發出，令 貴公司可以完成於有關的交易所或市場進行的交易，否則 貴公司可全權決定採取認為適當的任何行動（包括但不限於借取或買入商品），而本人／吾等須於 貴公司要求時即時彌償 貴公司因本人／吾等就該等失誤或貴公司因之而採取行動而蒙受或引致的任何虧損、損失、代價及費用。
- 4.8 貴公司可在沒有事前向本人／吾等提及之情況下，將本人／吾等之買賣指示與其他客戶之購買及／或出售證券指示合併執行。本人／吾等知悉這可能較單獨地為本人／吾等執行指示而為本人／吾等帶來較有利或不利之執行價格。在這情況下，倘有關證券不足以滿足這些經合併之買賣盤，貴公司可在適當地考慮到市場規定、適用之規則及對客戶是否公平等因素後，將有關交易在客戶之間分配。本人／吾等知悉及同意， 貴公司及／或其代理人可隨時為買賣指示作優先次序安排，以取得最佳行使價。
- 4.9 本人／吾等明白，由於客觀環境之限制及商品價格迅速之改變，貴公司或會未能全數執行或依照在某個時間之報價或按照“最佳價”或“市價”執行本人／吾等之買賣指示，但本人／吾等仍同意受有關交易之約束。
- 4.10 本人知悉及同意，除非 貴公司同意，否則所有已作出之指示均是不可撤銷的，及在指示作出後，在一般情況下無論是以口頭，書面或電子方式均不能取消或更改有關指示。倘本人／吾等要求取消之買賣盤已經全數或部份執行，本人／吾等同意會對有關交易負上全部責任。
- 4.11 本人／吾等同意 貴公司毋須對因通訊設施發生故障或傳送失靈，或非 貴公司控制範圍或預計之內之任何其他原因所造成之傳送、接收或執行指示之延誤或失靈負責。
- 4.12 貴公司將盡可能就每宗為帳戶所完成之交易予本人／吾等提供電子或印文本方式之確認，以作紀錄。除非本人／吾等在有關確認被視作收妥後之 24 小時內，透過書面提出反對，交易對本人／吾等均具有約束力。在所有情況下， 貴公司有權決定本人／吾等對某項交易所提出之反對是否有效。
- 4.13 貴公司將盡可能透過電子或印文本方式，為本人／吾等提供帳戶月結單(形式由 貴公司決定)，上面列明以 貴公司或其代理人或代名人義所持有屬於本人／吾等之交易所合約的清單，並詳列自對上一份帳戶結單日後（若沒有對上一份帳戶結單，則自開戶日起）在帳戶內完成的所有交易之資料。除非本人／吾等在有關帳戶結單被視作收妥後 5 天內以書面提出反對，每份帳戶結單所載之資料均對本人／吾等具有約束力。在所有情況下， 貴公司有權決定本人／吾等對帳戶結單內資料所提出之反對是否有效。
- 4.14 對於任何若非因本人／吾等沒有按上述第 4.12 及／或第 4.13 分條之規定向 貴公司作出通知，而本來可能或可以合理避免之損失， 貴公司概不需負責。而即使交易及帳戶結單已為本人／吾等確認，日後 貴公司仍有全權修正當中任何錯誤。
- 4.15 在不抵觸《證券及期貨條例》及任何適用法律規定的情況下， 貴公司可為本身或為其關聯公司或其他客戶的帳戶，就任何在交易所買賣的期貨及期權合約，採取與本人／吾等的交易指示相反的交易指示，但該買賣必須是以公平競爭的方式，根據期交所的規則在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等其他交易所的規則及規例而執行的。
- 4.16 本人／吾等知悉 貴公司受期交所規則所約束，而該等規則容許期交所採取行動，限制持倉的數量或規定可代表本人／吾等將合約平倉，因為期交所認為本人／吾等所累積的倉盤正在或可能會對某個或多個市場（視乎情況而定）的公平及有秩序的運作產生不良影響。而期交所限定的持倉上限不會比證監會的《證券及期貨（合約限量及須申報的持倉量）規則》寬鬆。
- 4.17 本人／吾等知悉期交所規則 628 條有關大額持倉的監控：
- (a) 為執行期交所規則，期交所可不時為期交所參與者代其客戶或其本身就指定市場的持倉，訂明某一未平倉合約的數量為大額持倉；
  - (b) 所有期交所參與者須按期交所的指示，用指定的形式及次數，向期交所或特定的港交所職員，匯報其大額持倉的狀況；
  - (c) 期交所或特定的港交所職員可按其須要，要求 貴公司提供有關該等大額持倉的其他資料。
- 4.18 本人／吾等知悉，根據《證券及期貨條例》第 35 條，證監會可制訂規則，以訂明任何人可直接或間接持有或控制的期貨的數目的上限，或與該等數目有關的條件，不論該等合約是否在認可期貨市場或透過認可交易所的設施買賣的。本人／吾等已獲知會列明於證監會的《證券及期貨（合約限量及須申報的持倉量）規則》內的該等“訂明上限”及“須申報的持倉量”。而對任何人（除該規則內第 4(2) 及 4(4) 分條所指明的人士例外）適用的恆生指數期貨及期權合約及小型恆生指數期貨及期權合約的“訂明上限”及“須申報的持倉量”如下：

訂明上限

對沖指定資產價格轉變風險的限額為 10,000 份好倉或淡倉合約（所有合約月計），但小型恆生指數期貨合約或小型恆生指數期權合約的對沖指定資產價格轉變風險的持倉在任何時間均不得超過 2,000 份好倉或淡倉合約（所有合約月合計）。

#### 須申報的持倉量

任何一個合約月 500 份未平倉恆生指數期貨合約；任何一個系列 500 份未平倉恆生指數期權合約；任何一個合約月 2,500 份未平倉小型恆生指數期貨合約；及任何一個系列 2,500 份未平倉小型恆生指數期權合約。

任何持有或控制須申報的持倉量的人須在下列期限內向有關認可交易所提交關於該須申報的持倉量的書面通知書：

- (a) 須在該人開始持有或控制須申報的持倉量的日期後的一個申報日內；及
  - (b) 如該人繼續持有或控制該須申報的持倉量，則須在如此持有或控制該持倉量的每一日後的一個申報日內。
- 4.19 本人／吾等如因 貴公司違責而蒙受金錢損失，投資者賠償基金所承擔的法律責任只限於《證券及期貨條例》及有關附屬法例內所規定的有效索償，並須受制於《證券及期貨（投資者賠償—賠償限額）規則》內所訂明的金額上限，因此不能保證本人／吾等在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。
- 4.20 就 貴公司有關係產品（包括期貨合約或期權）的服務， 貴公司得按照本人／吾等的要求，提供有關該產品的規格或章程或其他要約文件。

## 5. 保證金及交收

- 5.1 本人／吾等同意即使本協議中其他條文另有規定，本人／吾等於收到 貴公司的繳付通知後，須即時或於到期前清還本人／吾等所欠 貴公司的所有欠款，及須應 貴公司不時的要求，存入現金、商品、核准債務證券、核准證券、抵押品，作為保證金（不論是否首筆或追加保證金）及／或變價調整，並須維持 貴公司認為充足的抵押品，或者是因貴公司作為會員／參與者或因 貴公司對之有責任履行義務的交易所或市場的規則所要求的抵押品。所有該等保證金／抵押品的催繳及變價調整的繳付通知必須於 24 小時（或由 貴公司於該等催繳通知中所述的更短的時間）之內完成，否則本人／吾等知悉 貴公司有權於連續兩次發出催繳保證金及繳付變價調整通知不果後，就未平倉合約的詳情向期交所及證監會匯報，及 貴公司可以要求較期交所及／或結算所訂明的水平為高的保證金及變價調整，以及可以就該等未能符合催繳保證金及繳付變價調整通知的未平倉合約平倉，而此等行動並不影響 貴公司於本協議內所享的其他權利。
- 5.2 本人／吾等同意在任何時候，若 貴公司認為應該為保障本身的利益，無論是否因為保證金或抵押品的不足，及於結束任何帳戶或終止本人／吾等與 貴公司的關係（全部或部份）時， 貴公司獲授權自行（對於時間，條件及其他）在不須向本人／吾等或任何其他人士發出任何要求或通知之下，在慣常交易的交易所或經私人買賣或其他方式，不論自貴公司處與否，買入任何或所有帳戶內持短倉的商品，或賣出任何所有 貴公司代帳戶持有的商品，及將未能成功執行的指令取消，在所有情況下 貴公司都不須為該等行動向本人／吾等負上任何責任除非有顯著的疏忽或蓄意的違責。任何該等沽售的收入，或該等商品的購買，須對消本人／吾等的欠款或短倉，而此舉對本人／吾等的其他虧絀的責任並無影響。此買入及／或沽售商品的授權（無損以上所述之普遍性），同樣適用於在任何情況下，期交所跟據期交所規則而採取行動限制本人／吾等的任何期交所合約的持倉及／或指令將之平倉。
- 5.3 本人／吾等同意，在不損害本協議賦予 貴公司的其他權利下， 貴公司謹此獲不可撤消的授權，指示關聯公司（及向關聯公司發出此授權的知會）代表本人／吾等，將不時存放於本人／吾等在關聯公司的任何戶口的款項，隨時轉至本人／吾等於 貴公司的帳戶內及／或本人／吾等於其他關聯公司的任何戶口，及／或將本人／吾等不時存放於 貴公司帳戶內的任何款項，隨時轉至任何關聯公司的任何戶口內。

## 6. 佣金、收費及利息

- 6.1 貴公司得享有由本人／吾等支付的酬金：

- (a) 交易佣金；及
- (b) 由 貴公司不時通知須要繳付的費用；

本人／吾等須支付 貴公司替本人／吾等買入或賣出商品而須收取或因招致的佣金，包括所有因 貴公司跟據第 5.2，9.2 及 9.4 分條而買入或賣出商品而招致或須收取的佣金。

- 6.2 為免疑問，如本人／吾等的帳戶有任何欠額， 貴公司無義務而且不應被視為有義務提供或繼續提供任何財務通融。特別是（但不限於此）當 貴公司允許任何帳戶內的欠額時，不暗指 貴公司有任何義務在隨後的情況下為本人／吾等提供墊款或提供任何財務承擔，本人／吾等對 貴公司所允許的欠額應有的義務不因此而受影響。本人／吾等同意就所有欠結（包括在取得判本人／吾等須付之判定債項後所引起之利息）按 貴公司不時通知本人／吾等之利率及其他條款支付利息。
- 6.3 本人／吾等知悉每份期交所合約需繳交投資者賠償基金徵費及根據《證券及期貨條例》所收取的徵費，及上述兩項費

用須由本人／吾等承擔。

- 6.4 本人／吾等已獲取 貴公司的服務收費表，當中列明上述 6.1 及 6.3 分條的收費基準，本人／吾等明白 貴公司有權更改收費基準，如有此情況， 貴公司將通知本人／吾等。

## 7. 電子服務及相關風險披露聲明

- 7.1 本人／吾等知悉 貴公司為本人／吾等提供三種接達帳戶之途徑：(i) 透過 貴公司不時提供之某些媒介（包括但不限於互聯網及流動電話）以電子方式（即電子服務）；(ii) 透過電話以口頭方式；及 (iii) 以書面方式。
- 7.2 在不損及本協議其他條款概括性並附加於該等其他條款之情況下，本人／吾等知悉及同意本第 7 條之規定將適用於貴公司認為合適而不時提供之任何電子服務。
- 7.3 本人／吾等知悉電子服務是依賴新的科技，包括電腦硬體及軟件和其他電子設備。然而所有設施及系統均有可能會暫時中斷或失靈，本人／吾等明白及願意承擔該等風險，而其後果可能使本人／吾等的買賣盤不能根據指示執行，甚或完全不獲執行。同時本人／吾等知悉及接受資料的傳送可能有延誤，而本人／吾等的買賣盤未必能以互聯網或其他資訊供應商提供的報價系統所顯示的價位成交。
- 7.4 本人／吾等知悉 貴公司或會不時在 貴公司認為合適之情況下，聘用某些第三者（該等第三者可繼而聘用其他服務供應商或資訊供應商）提供設施以使本人／吾等可使用電子服務。本人／吾等亦知悉，在 貴公司聘用該等第三者所涉及之範圍內， 貴公司並沒安排參與任何創造技術、或創造及/或維持該第三者系統及/或網絡，而該等技術、系統或網絡乃在提供電子服務時所使用的。
- 7.5 本人／吾等同意，無論是否由於第 7.3 或第 7.4 分條所述之事宜，倘本人／吾等因使用或試圖使用任何電子服務而產生任何形式之損失， 貴公司或 貴公司之董事、行政人員、僱員或代理人均毋須就任何性質之損失或損害，包括但不限於因中斷使用（包括但不限於因電子服務之維護或系統提升所引致之中斷）、遺失或損毀數據或損失利潤所造成之損失或損害，向本人／吾等負責。本人／吾等知悉本人／吾等就此對系統供應商、資訊供應商及第三者的索償，或會受制於他們就其所承擔的責任而施加的限制。
- 7.6 本人／吾等同意本人／吾等為唯一獲授權使用本協議下任何電子服務之使用者，本人／吾等將對交易密碼之保密及使用承擔責任。本人／吾等知悉及同意，所有利用交易密碼透過電子服務發出之指示，均由本人／吾等獨自/共同負責。
- 7.7 本人／吾等知悉電子服務及 貴公司之網頁及當中之軟件，均為 貴公司及/或其代理人及/或第三者專有的，本人／吾等保證及承諾本人／吾等不會和不會嘗試幹預、修改、破解編程、以反向編程破解或以其他方式更改、亦不會嘗試在未獲授權之情況下進入電子服務或 貴公司互聯網網站或當中之任何部份。倘本人／吾等在任何時間違反此保證和承諾或 貴公司於任何時間合理懷疑本人／吾等已違反上述保證和承諾時，本人／吾等同意 貴公司有權毋須通知本人／吾等，即時結束帳戶；本人／吾等亦知悉 貴公司可對本人／吾等採取法律行動。本人／吾等承諾在獲悉任何其他人土正作出本分條所載任何上述行動時，即時通知 貴公司。
- 7.8 在本人／吾等收到 貴公司口頭或書面（以電子或印文本方式）之確認前，貴公司不會被視作已收妥本人／吾等之指示又或已執行本人／吾等之指示。
- 7.9 本人／吾等進一步確認並同意，作為使用電子服務發出買賣指示之一項條件，倘發生下述事項，本人／吾等負有即時通知 貴公司之基本責任：(i) 本人／吾等已透過電子服務發出指示，但並無收到指示編號；(ii) 本人／吾等已透過電子服務發出指示，但並無收到有關指示或其已執行之準確確認（不論是以印文本，電子或口頭方式作出）；(iii) 本人／吾等收到一項本人／吾等並無發出指示之交易確認（不論是以印文本，電子或口頭方式作出）或任何類似衝突；(iv) 本人／吾等獲悉有未獲授權而使用本人／吾等之交易密碼之情況。
- 7.10 在任何情況下， 貴公司不須就本人／吾等因未有遵守上述第 7.9 分條之責任而承擔責任，且本人／吾等將就 貴公司及/或 貴公司代理人因上述事情而引致之任何性質之直接或間接損失或費用如數賠償 貴公司及/或 貴公司代理人。
- 7.11 本人／吾等知悉電子服務，由於無法預測之通訊阻塞問題及其他因素，不一定是一種可靠之通訊媒介，而該等不可靠因素並非 貴公司所能控制的。本人／吾等知悉，由於該等不可靠因素，在傳遞及接收指示及其他資訊時或會出現延誤，並因而可能導致在執行指示時會出現延誤及/或執行指示時之股價與發出指示時之股價出現差別。本人／吾等進一步確認及同意，任何通訊都有被誤解或存在錯誤之風險，本人／吾等將承擔一切有關之風險。
- 7.12 本人／吾等同意只根據本協議之條款使用任何 貴公司認為適合而不時提供之電子服務。

## 8. 客戶的款項、核准債務證券及核准證券

- 8.1 所有由 貴公司代本人／吾等所持有的貸存結餘及為帳戶而從本人／吾等或任何其他人士（包括結算所）所收取的全部款項、證券及其他財物，均由 貴公司以受託人身份持有，並與 貴公司本身的資產分開。由 貴公司以上述方式持有的所有資產不得在 貴公司無力償債或清盤時，構成 貴公司的資產的一部分，並須在就 貴公司所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的高級人員後，立即歸還予該客戶。本人／吾等並同意存入該

等獨立銀行戶口內的款項所收的利息歸 貴公司所有。

- 8.2 本人 / 吾等知悉如 貴公司代表其客戶就期交所交易及非期交所交易進行買賣， 貴公司應維持至少兩個獨立銀行帳戶，並應確保客戶有關期交所交易的款項存入其中一個指明為“期交所交易”的獨立銀行帳戶內，而與非期交所交易有關的客戶款項應存入指明為“非期交所交易”的另一個獨立銀行帳戶內， 貴公司並應就期交所交易及非期交所交易而收取及支付的客戶款項都經常獨立存放及分開記帳。

貴公司應確保存放在獨立銀行帳戶內的客戶款項在任何時間都有足夠的流通性，可隨時應付因代表客戶進行期貨期權買賣而產生的所有保證金規定或其他與買賣有關的債務。

- 8.3 本人 / 吾等授權 貴公司應用任何由本人 / 吾等存入於獨立銀行帳戶內的款項，使 貴公司得以履行及支付由本帳戶而引致的對任何參與人士之責任及任何費用（包括傭金，經紀費和其他正當的費用），而該等責任及費用是因 貴公司代表本人 / 吾等進行期貨及期權合約交易時直接或附帶而引起的。
- 8.4 本人 / 吾等知悉如 貴公司為符合保證金規定而以核准債務證券的形式從客戶收取抵押品， 貴公司應在與香港金融管理局（如屬外匯基金票據或債券的情況）註冊的認可交易商或任何銀行、獲結算所不時核准的存管處或機構（如屬其他核准債務證券的情況）設立及保持至少一個以 貴公司的名義開立的債務證券帳戶。該帳戶的名稱中應包括“客戶”、“獨立”、“非公司”或其他類似的字眼或用語，而有關帳戶亦構成獨立的債務證券帳戶。
- 8.5 本人 / 吾等知悉如 貴公司為符合保證金規定而以核准債務證券的形式從客戶收取抵押品，及代表客戶就期交所交易及非期交所交易進行交易， 貴公司應維持至少兩個獨立債務證券帳戶，並應確保客戶與期交所交易有關的核准債務證券存放在其中一個指明為“期交所交易”的獨立債務證券帳戶內，而客戶與非期交所交易有關的核准債務證券則應該存放在另一個指明為“非期交所交易”的獨立債務證券帳戶內， 貴公司並應就期交所交易及非期交所交易而收取及存入的客戶的核准債務證券都經常獨立存放及分開記帳。
- 8.6 除非核准債務證券是直接存入 貴公司的獨立債務證券帳戶內， 貴公司如持有或從客戶收取核准債務證券，便應在切實可行的情況下盡快在收取客戶的核准債務證券後，將客戶的核准債務證券存入 貴公司的獨立債務證券帳戶內，而無論如何，此舉必須在下一個交易日結束之前完成。

除把客戶的核准債務證券存入 貴公司所維持的獨立債務證券帳戶之外， 貴公司不得將客戶的核准債務證券存入任何其他帳戶內。 貴公司不得將客戶的核准債務證券以外的核准債務證券或其他債務證券存入獨立債務證券帳戶內。

- 8.7 本人 / 吾等知悉如 貴公司可從獨立債務證券帳戶提取核准債務證券用來履行：
- (a) 貴公司對結算所或執行代理人因其曾按照一個或以上的客戶的指示就期貨期權進行買賣而產生的責任，但若提取核准債務證券會導致代表任何客戶進行的期貨期權買賣所需繳付的結算所保證金、變價調整規定或其他與交易有關的債務須由其他客戶的核准債務證券來支付的話，則不得提取任何核准債務證券；
  - (b) 將核准債務證券轉撥予另一個獨立債務證券帳戶；及
  - (c) 將核准債務證券向客戶或按照客戶的指示而歸還，但在這情況下，即使客戶作出指示，除非該帳戶是獨立債務證券帳戶，否則不得將核准債務證券存入 貴公司的另一個帳戶內。
- 8.8 本人 / 吾等知悉如 貴公司為符合保證金規定而以核准證券的形式從客戶收取抵押品， 貴公司應在香港中央結算有限公司（“中央結算公司”）所營辦的中央結算及交收系統的註冊參與者，或獲結算所不時核准的任何其他存管處、機構或結算所設立及保持至少一個以 貴公司名義開立的證券帳戶。該帳戶的名稱中應包括“客戶”、“獨立”、“非公司”或其他類似的字眼或用語，而有關帳戶亦構成獨立的證券帳戶。
- 8.9 本人 / 吾等知悉如 貴公司為符合保證金規定而以核准證券的形式從客戶收取抵押品，及代表客戶就期交所交易及非期交所交易進行交易， 貴公司應維持至少兩個獨立證券帳戶，並應確保客戶與期交所交易有關的核准證券存放在其中一個指明為“期交所交易”的獨立證券帳戶內，而客戶與非期交所交易有關的核准證券則應該存放在另一個指明為“非期交所交易”的獨立證券帳戶內， 貴公司並應就期交所交易及非期交所交易而收取及存入的客戶的核准證券都經常獨立存放及分開記帳。
- 8.10 除非客戶的核准證券是直接存入 貴公司的獨立證券帳戶內，否則 貴公司如持有或從客戶收取核准證券，便應在切實可行時間內及在任何情況下，在收取客戶的核准證券後的下一個交易日結束之前，盡快將客戶的核准證券存入 貴公司的獨立證券帳戶內。除把客戶的核准證券存入 貴公司所維持的獨立證券帳戶之外， 貴公司不得將客戶的核准證券存入任何其他帳戶內。 貴公司亦不得將客戶的核准證券以外的核准證券或其他證券存入獨立證券帳戶內。
- 8.11 只要 貴公司已經從其客戶取得特定的書面授權及適用的法律、規則及規例所規定的該等其他同意，便可以從獨立證券帳戶提取核准證券用來履行：
- (a) 貴公司對結算所或執行代理人因其曾按照一個或以上的客戶的指示就期貨期權進行買賣而產生的責任，但若提取核准證券會導致代表任何客戶進行的期貨期權買賣所需繳付的結算所保證金、變價調整規定或其他與交易有關的債務須由其他客戶的核准證券來支付的話，則不得提取任何核准證券；
  - (b) 將核准證券轉撥予另一個獨立債務證券帳戶；及

- (c) 將核准證券向客戶或按照客戶的指示而歸還，但在這情況下，即使客戶作出指示，除非該帳戶是獨立證券帳戶，否則不得將核准證券存入 貴公司的另一個帳戶內。
- 8.12 本人 / 吾等知悉就 貴公司在結算所開立的任何帳戶而言，不論該帳戶是全部或部分因代表本人 / 吾等進行期權買賣而開立的，以及不論本人 / 吾等所支付或存放的款項、核准債務證券是否已支付予或存放於結算所，該帳戶屬 貴公司與結算所之間的帳戶， 貴公司以主事人身分操作該帳戶，因此該帳戶並不存在以本人 / 吾等為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、核准債務證券及核准證券亦不受第 8.1 分條所提述的信託所制約。
- 8.13 本人 / 吾等知悉關於 貴公司或其代理人作為保證金而持有的證券，除非 貴公司收到本人 / 吾等作為該等證券的實益擁有者而發出的特定書面投票指示， 貴公司可以在不須通知本人 / 吾等及未有本人 / 吾等的同意之下，全權可以行使該等證券的投票權。
- 8.14 本人 / 吾等知悉結算所可在 貴公司作為期交所的交易所參與者的權利遭暫停或撤銷時，授取一切必要行動，以便將貴公司代表本人 / 吾等持有的任何未平倉合約，及帳戶內的任何款項及證券，轉調到另一個期交所的交易所參與者。
- 8.15 本人 / 吾等同意 貴公司可以把本人 / 吾等的任何合資格的持倉分配到結算所的「客戶按金對銷帳戶」。本人 / 吾等知悉由於「客戶按金對銷帳戶」內屬於不同客戶的持倉，可能被配對用作對銷按金的要求，因此，在參與者失責的情況下，任何從「客戶按金對銷帳戶」轉撥出持倉的要求均須把所有（而非部份）持倉轉撥出去。所以，如 貴公司在失責的情況下，若有任何一個或多個於「客戶按金對銷帳戶」擁有持倉的客戶，因為任何原因不願意把持倉轉撥出去的話，即使有 8.14 分條的安排，所有「客戶按金對銷帳戶」內的持倉仍不能被轉撥出去。

## 9. 留置權、抵銷權及帳戶之合併

- 9.1 貴公司對所有為本人 / 吾等之帳戶而持有或管有之款項、核准債務證券、核准證券、應收款項及其他財產享有以 貴公司為受益人之一般留置權，作為一項持續抵押以解除為本人 / 吾等的帳戶中所進行的期貨 / 期權合約的交易而引發本人 / 吾等對 貴公司之責任。
- 9.2 在附加於但並不損及任何 貴公司依法或藉本協議享有之一般留置權、抵銷權或類似權利之情況下， 貴公司有權及獲授權（為其本身或作為其代理人之代理人）隨時作出以下行動而毋須事先向本人 / 吾等作出通知（儘管帳戶已作出任何結算或其他何種事宜）：
- (a) 運用本人 / 吾等在 貴公司或其代理人之任何帳戶（不論是何種性質或是否個別或與他人共同持有）內於任何時間實益享有之任何貨幣結餘；及/或
- (b) 合併及/或綜合本人 / 吾等在 貴公司或其代理人之所有或任何帳戶，及抵銷或轉移任何在一個或以上之帳戶中結存之款項、核准債務證券及核准證券或其他財產（無論是否根據第 5.3 分條所發出的指示），以清償本人 / 吾等所有或任何對 貴公司或 貴公司代理人之債務（不論是實際的還是或有的），包括所有應付 貴公司或 貴公司代理人之傭金、費用、收費及開支。當 貴公司須作出任何付款以抵銷及清償本人 / 吾等欠付 貴公司代理人之任何債務時，只要該等代理人已向 貴公司提出付款要求， 貴公司可毋須過問有關債務是否實際存在。
- 9.3 本人 / 吾等同意所有為本人 / 吾等收取的，或由本人 / 吾等存放的，或為本人 / 吾等購買的或為本人 / 吾等持有的所有屬於本人 / 吾等之款項、核准債務證券及核准證券或其他財產（「抵押資產」）將會以第一固定抵押形式作抵押，以作為本人 / 吾等支付或清償本人 / 吾等欠付 貴公司及/或 貴公司代理人之到期或未償還債務之持續抵押。作為實益擁有人，本人 / 吾等特此授權 貴公司或 貴公司代理人以 貴公司根據其絕對酌情權決定認為合適之價格及方式將抵押資產出售，並償還 貴公司及/或 貴公司代理人及清償本人 / 吾等欠付 貴公司及/或 貴公司代理人之欠債。貴公司、 貴公司之董事、行政人員、職員及代理人將不須對上述行動所引致之任何損失負責，除非該負債或損失是因 貴公司嚴重疏忽或蓄意失責所引致的，而本人 / 吾等亦不會就出售該等資產之方式和時間提出任何索償。當本人 / 吾等之債務全數支付及清償後， 貴公司可應本人 / 吾等之要求及在本人 / 吾等承擔有關費用之情況下，向本人 / 吾等發還全部或其餘（視情況而定） 貴公司在抵押資產之所有權利、所有權及權益。
- 9.4 在不損及 貴公司其他權利之情況下，當第 16.1 分條所指之違約事件發生後， 貴公司有權在不作出任何通知或要求之情況下，採取在第 9.2 及第 9.3 及第 16.2 分條所列出的任何行動，並運用所得款項之淨額（在扣除所有已產生之收費、費用和開支後），以減低本人 / 吾等對 貴公司或 貴公司代理人之未履行之義務或仍未償還之欠債。

## 10. 代理人及披露

- 10.1 本人 / 吾等授權 貴公司聘用任何代理人以履行 貴公司在本協議下所有或部份之責任，及向該等代理人披露有關帳戶之資料。
- 10.2 貴公司可在任何監管機構之要求下，披露關於本人 / 吾等或帳戶之資料及詳情予該等監管機構，以協助其進行任何調查或查詢。本人 / 吾等同意 貴公司毋須因此等行為對本人 / 吾等承擔責任。
- 10.3 在並不損及本協議任何其他條款之情況下，倘本人 / 吾等為金融仲介人，並為本人 / 吾等之客戶進行交易（包括為集合投資計劃、全權委託帳戶或全權委託信託進行交易），對任何監管機構向 貴公司（或向本人 / 吾等，視情況而定）

就任何交易提出要求之資料：

- (a) 本人／吾等須在 貴公司（或監管機構，視情況而定）提出要求後兩個營業日內，提供予該監管機構所需之資料（包括但不限於下列人士之身份、地址、職業、聯絡詳情及其他身份詳情）：
    - (i) 就本人／吾等所知有關所進行交易之帳戶所屬人士；
    - (ii) 該交易之最終受益人士；及
    - (iii) 任何發起該交易之第三者。
  - (b) 倘本人／吾等是為集合投資計劃、全權委託帳戶或全權委託信託進行交易，本人／吾等須於本人／吾等之投資酌情權以任何方式遭撤銷後之 24 小時內通知 貴公司，並按 貴公司之要求，在兩個營業日內通知有關監管機構有關該等曾就交易發出指示之人士之身份、地址、職業及聯絡詳情。
  - (c) 倘本人／吾等知悉本人／吾等之客戶乃以仲介人身份代其本身客戶進行交易，但本人／吾等並不知悉有關交易所涉及之該等客戶之身份、地址、職業及聯絡詳情時，則本人／吾等確認如下：
    - (i) 本人／吾等已跟本人／吾等之客戶作出安排，讓本人／吾等在提出要求後能即時從本人／吾等之客戶處取得上述第 10.3(a)分條之資料，或促使取得有關資料；及
    - (ii) 本人／吾等將按 貴公司就有關交易提出要求後，即行向發出交易指示之客戶提出要求其在兩個營業日內，提交上述第 10.3(a)分條之資料予監管機構。
- 10.4 本人／吾等確認，本人／吾等或本人／吾等之客戶均不受制於任何禁止本人／吾等履行第 10.3 分條之任何法律；或倘本人／吾等或本人／吾等之客戶受該等法律規限，則本人／吾等或本人／吾等之客戶（視情況而定）已經放棄該等法律之利益，或已經以書面同意本人／吾等履行上述條款。
- 10.5 即使帳戶結束或本協議終止，上述第 10.3 分條將仍持續有效。

## 11. 建議及市場數據

- 11.1 本人／吾等同意，本人／吾等將獨立地及在不依賴 貴公司之情況下，就每一項指示自行作出判斷及決定。本人／吾等將為帳戶內或為帳戶所進行之交易及本人／吾等之投資決定承擔全部責任。本人／吾等知悉及同意 貴公司毋須就任何 貴公司之行政人員、董事、職員及代理人所提供之任何資料或提議（不論該等提議是否應本人／吾等之要求而提供）負上責任。
- 11.2 假如 貴公司向本人／吾等招攬銷售或建議任何金融產品，該金融產品必須是 貴公司經考慮本人／吾等的財政狀況、投資經驗及投資目標後而認為合理地適合本人／吾等的。本協議的其他條文或任何其他 貴公司可能要求本人／吾等簽署的文件及 貴公司可能要求本人／吾等作出的聲明概不會減損本條款的效力。
- 11.3 本人／吾等亦知悉及同意，沒有任何一方保證市場數據或任何其他資訊之及時性、次序、準確性或完整性。無論是 貴公司、資訊供應商或任何傳播方均沒有對電子服務內所載之資訊（包括其質量及是否適用於某一用途、準確性或完整性）或該服務是否持續不斷或不含錯漏，作出任何聲明或保證。
- 11.4 倘任何數據、資訊或訊息有任何不準確、錯誤、延誤或遺漏；或因數據、資訊或訊息之傳遞或傳送上出現上述問題；或因 貴公司或任何傳播方疏忽而導致該等數據、資訊或訊息傳送失敗或中斷；或發生不可抗力事件；又或發生 貴公司或任何資訊供應商或傳播方合理能力控制範圍以外之其他原因，而引致或導致任何損失或損害， 貴公司、資訊供應商或任何傳播方均不須以任何方式負責。
- 11.5 本人／吾等只會利用實時報價及市場數據作個人用途，而不會以任何理由向任何其他人士或機構提供該等數據。

## 12. 通訊

- 12.1 本人／吾等知悉 貴公司為本人／吾等提供三種接達帳戶及向 貴公司發出指示之途徑：(i) 透過某些媒介（包括但不限於互聯網及流動電話）以電子方式；(ii) 透過電話以口頭方式；及 (iii) 以書面方式。本人／吾等同意，倘本人／吾等在透過任何一種方法與 貴公司聯絡時出現任何問題，本人／吾等將嘗試使用另一方法與 貴公司聯絡，並通知 貴公司本人／吾等所遇到之困難。本人／吾等知悉，倘利用電話接達帳戶及發出指示，將可能須要支付額外費用。若本人／吾等以書面方式發出通知、通訊或指令，其中須附有本人／吾等（或本人／吾等所授權的人）的簽署，否則 貴公司可不受理。本人／吾等明白並同意，為了保障雙方， 貴公司可使用電子設備監察或錄下任何本人／吾等與其之電話對話。
- 12.2 在下列情況下， 貴公司發給本人／吾等之任何通知或通訊應被視為已經作出或發出：
- (a) 倘以信件方式發出，當以人手方式送遞本人／吾等之時，有關通知被視為已作出或發出；或當以預付郵資郵件方式寄至本人／吾等不時於 貴公司紀錄上登列之地址，則本地郵件將於寄出後兩天被視為已作出或發出，而外地郵件則於寄出後五天被視為已作出或發出；及



(b) 倘以圖文傳真、電子郵件或其他電子途徑發出至本人／吾等不時通知 貴公司以作通訊之用之傳真號碼、電郵地址或任何其他號碼，有關通知將於 貴公司之傳訊紀錄已確認訊息成功向本人／吾等發出時被視為已作出或發出。

12.3 當本人／吾等以傳真形式向 貴公司發出任何書面指示或其他書面通訊時，本人／吾等特此授權 貴公司及/或其代理人接受該等由本人／吾等發出之傳真訊息乃為本人／吾等之原有指示或通訊。倘 貴公司及/或其代理人因接受、依賴或執行該等指示或通訊而使 貴公司及/或 貴公司代理人招致或遭受任何損失、損害，利息、費用或任何開支，本人／吾等願意應要求全數賠償 貴公司及/或 貴公司代理人。

12.4 本人／吾等知悉並同意， 貴公司可透過電子途徑或設施，與本人／吾等通訊或向本人／吾等發出通知。

12.5 本人／吾等知悉並同意，所有由本人／吾等發予 貴公司、或由 貴公司發予本人／吾等之通知或通訊，所涉及之風險（包括傳送上的錯誤、遺漏、中斷、延誤、誤會或其他錯誤，及 貴公司有可能難以核實發出者的身份）均由本人／吾等承擔。本人／吾等所有發予 貴公司之通知或通訊均只有在 貴公司實際收妥後才生效。

### 13. 聯名帳戶

13.1 吾等同意倘帳戶為聯名帳戶，所有由吾等任何一方發出有關帳戶之指示及/或其他要求，均為有效及有約束力的。 貴公司毋須向吾等任何一方核證任何該等指示。

13.2 吾等亦同意倘帳戶為聯名帳戶，所有吾等在本協議下之義務均由吾等共同及個別地承擔。

13.3 除非按照本協議所規定之方式予以終止，否則吾等任何一方死亡不會導致本協議終止。 貴公司向吾等任何一方所發出之任何通知、付款或交付，均可作為 貴公司已全部或充分履行其在本協議下須作出之通知、付款或交付等義務。

### 14. 風險披露聲明

14.1 買賣期貨合約或期權合約的虧蝕風險可以極大。在若干情況下，本人／吾等所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本人／吾等設定了備用指示，例如“止蝕”或“限價”等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。本人／吾等可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，本人／吾等的未平倉合約可能會被平倉。然而，本人／吾等仍然要對帳戶內任何因此而出現的短欠數額負責。因此，本人／吾等在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合。如果本人／吾等買賣期權，便應熟悉行使期權及期權到期時的程式，以及本人／吾等在行使期權及期權到期時的權利與責任。

14.2 本人／吾等明白本聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，本人／吾等在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和本人／吾等就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，本人／吾等應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

#### 期貨

##### “槓桿”效應

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮“槓桿”作用。市場輕微的波動也會對本人／吾等投入或將需要投入的資金造成大比例的影響。所以，對本人／吾等來說，這種槓桿作用可說是利弊參半。因此本人／吾等可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利本人／吾等所持倉盤或保證金水平提高，本人／吾等會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如本人／吾等未有在指定時間內繳付額外的資金，本人／吾等可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由本人／吾等承擔。

##### 減低風險交易指示或投資策略

即使本人／吾等採用某些旨在預設虧損限額的交易指示（如“止蝕”或“止蝕限價”指示），也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如“跨期”和“馬鞍式”等組合，所承擔的風險也可能與持有最基本的“長”倉或“短”倉同樣的高。

#### 期權

##### 不同風險程度

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。本人／吾等應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購

人或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文“期貨”一節）。如所購入的期權在到期時已無任何價值，本人／吾等將損失所有投資金額，當中包括所有的期權金及交易費用。假如本人／吾等擬購入極價外期權，應注意本人／吾等可以從這類期權獲利的機會極微。

出售（“沽出”或“賣出”）期權承受的風險一般較買入期權高得多。賣方雖然能獲得定期額權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任（參閱上文“期貨”一節）。若期權賣方持有相應數量的相關資產或期貨或其他期權作“備兌”，則所承受的風險或會減少。假如有關期權並無任何“備兌”安排，虧損風險可以是無限大。

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

- 14.3 本人／吾等應向交易商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任（例如在什麼情況下本人／吾等或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制）。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關資產的變化。

- 14.4 市場情況（例如市場流通量不足）及／或某些市場規則的施行（例如因價格限制或“停板”措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果本人／吾等賣出期權後遇到這種情況，本人／吾等須承受的虧損風險可能會增加。

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂“公平價格”。

- 14.5 如果本人／吾等為在本地或海外進行的交易存放款項或其他財產，本人／吾等應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於本人／吾等的財產將會如現金般按比例分配予本人／吾等。

- 14.6 在開始交易之前，本人／吾等先要清楚瞭解本人／吾等必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本人／吾等可獲得的淨利潤（如有）或增如本人／吾等的虧損。

- 14.7 在其他司法管轄區的市場（包括與本地市場有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，本人／吾等應先行查明有關本人／吾等將進行的該項交易的所有規則。本人／吾等本身所在地的監管機構，將不能迫使本人／吾等已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，本人／吾等應先向有關商號查詢本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

- 14.8 持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（等 571 章）及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

- 14.9 以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在本人／吾等本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

- 14.10 本人／吾等電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而本人／吾等就此能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本人／吾等應向交易的商號查詢這方面的詳情。

- 14.11 本人／吾等透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果本人／吾等透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行，甚或完全不獲執行。

- 14.12 本人／吾等同意，無論是否由於第 14.10 或第 14.11 分條所述之事宜，倘本人／吾等因使用或試圖使用任何電子服務而產生任何形式之損失，貴公司或貴公司之董事、行政人員、僱員或代理人均毋須就任何性質之損失或損害，包括但不限於因中斷使用（包括但不限於因電子服務之維護或系統提升所引致之中斷）、遺失或損毀數據或損失利潤所造成之損失或損害，向本人／吾等負責。本人／吾等知悉本人／吾等就此對系統供應商、資訊供應商及第三者的索償，或會受制於他們就其所承擔的責任而施加的限制。

- 14.13 在某些司法管轄區，及只有在特定情況下，有關商號獲准進行場外交易。為本人／吾等進行交易的商號可能是本人／吾等所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，本人／吾等在進行該等交易前，應先瞭解適用的規則和有關的風險。

- 14.14 假如本人／吾等向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼本人／吾等須盡速親身

收取所有關於帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

14.15 本人 / 吾等確認已詳閱本協議之中文/英文文本，並同意本協議之條款，而且該等條款已經以本人 / 吾等所選擇及明白之語言向本人 / 吾等解釋。

14.16 本人 / 吾等已獲取本協議之中文及英文文本，倘兩者之中有不符之處，將以英文文本為準。

## 15. 期交所免責聲明、恆生指數期貨及期權免責聲明

本人/吾等謹此聲明已詳閱、明白及同意下列的期交所免責聲明和恆生指數期貨及期權免責聲明：

### 15.1 期交所免責聲明

期交所可不時開發股票指數及其他專利產品，作為在期交所買賣的合約的基準。「期交所台灣指數」即為期交所第一隻據此而設立的股票指數。期交所台灣指數及其他指數或由期交所不時發展的專利產品（統稱「該等期交所指數」），均屬期交所之財產，其編纂程式與計算方法，均屬期交所之獨有產權及專利品。有關期交所指數之編纂程式、基礎及計算方法，期交所可隨時不作預先通知而將之更改或修訂，並可隨時指定任何以該等期交所指數為基準之期貨或期權合約，須依據另行編纂之指數進行交易及結算。期交所沒有向任何會員 / 交易所參與者或任何第三者保證、申明或擔保任何該等期交所指數，以及其編纂及計算及一切相關資料之準確性及完整性；亦未有就任何該等期交所指數有關之任何方面作出此等保證、申明、擔保或默示。再者，對於該等期交所指數的應用，期交所或者受期交所委託而進行編纂及計算任何該等期交所指數的任何個別或其他人士，於編纂及計算任何該等期交所指數時發生之任何失準、遺漏、錯誤、差錯、延遲、中斷、暫停、更改或過失（包括但不限於因疏忽而引致者），以及任何會員 / 交易所參與者或任何第三者在買賣期貨及期權合約時因上述情況而直接或間接蒙受之任何經濟或其他損失，期交所均不承擔任何責任。任何會員 / 交易所參與者或任何第三者均不得就關涉此不承擔責任聲明所述情況或由此而衍生之事由而對期交所提出索償、採取行動或進行法律訴訟。參與任何以該等期交所指數為基準的期貨及期權合約交易的任何會員 / 交易所參與者或任何第三者，均對此不承擔責任聲明完全知情，因而不能對期交所作任何性質之倚靠。

### 15.2 恆生指數期貨免責聲明

恆生指數服務有限公司（「恆指公司」）現時發佈、編纂及計算若干股票指數，恆指公司亦可應恆生資訊服務有限公司（「恆訊公司」）的要求，不時發佈、編纂及計算其他的股票指數（統稱為「該等恆生指數」），而恆生指數的標記、名稱及編纂程式與計算方法，均屬恆訊公司之獨有產權及專利品。恆指公司以特許授權方式授權期交所使用恆生指數及其四個分類指數、恆生中資企業指數及恆生國企指數，純粹作為其設立、推廣及買賣以此等恆生指數及其他恆生指數為依據之期貨合約（統稱「期貨合約」）的用途。有關各恆生指數之編纂程式、基礎及計算方法，以及任何相關之程式、成份股及系數，恆指公司得隨時不預先通知而作更改或修訂，而期交所得隨時要求其指定之期貨合約，須依據另行編纂之一個或多個指數而進行交易及結算。無論是期交所、恆訊公司或恆指公司均沒有向任何會員 / 交易所參與者或任何第三者保證、申明或擔保該等恆生指數及 / 或任何一個恆生指數，以及其編纂及計算與及一切相關資料之準確性及完整性；亦未有就該等恆生指數及 / 或任何一個恆生指數有關之任何方面作出此等保證、申明、擔保或默示。再者，期交所、恆訊公司及恆指公司對於該等恆生指數及 / 或任何一個恆生指數之被應用於期貨合約及 / 或其買賣，及其他相關之用途，概不承擔任何責任；同樣地，對於恆指公司在編纂及計算該等恆生指數及 / 或任何一個恆生指數時之任何失準、遺漏、錯誤、差錯、延遲、中斷、暫停、更改或過失（包括因疏忽而致者），以及任何會員 / 交易所參與者或任何第三者在買賣期貨合約時因上述情況而直接或間接蒙受之任何經濟或其他損失，期交所、恆訊公司及恆指公司均不承擔任何責任。任何會員 / 交易所參與者或任何第三者均不得就關涉此不承擔責任聲明所述情況或由此而衍生之事由而對期交所及 / 或恆訊公司及 / 或恆指公司提出索償、採取行動或進行法律訴訟。任何會員 / 交易所參與者或任何第三者買賣期貨合約時，均對此不承擔責任聲明完全知情，因而不能對期交所、恆訊公司及 / 或恆指公司作任何性質之倚靠。

### 15.3 恆生指數期權免責聲明

恆生指數服務有限公司（「恆指公司」）現時發佈、編纂及計算若干股票指數，恆指公司亦可應恆生資訊服務有限公司（「恆訊公司」）的要求，不時發佈、編纂及計算其他的股票指數（統稱為「該等恆生指數」），而恆生指數的標記、名稱及編纂程式與計算方法，均屬恆訊公司之獨有產權及專利品。恆指公司以特許授權方式授權期交所使用恆生指數及其四個分類指數、恆生中資企業指數及恆生國企指數，純粹作為其設立、推廣及買賣以此等恆生指數及其他恆生指數為依據之期權合約（統稱「期權合約」）的用途。有關各恆生指數之編纂程式、基礎及計算方法，以及任何相關之程式、成份股及系數，恆指公司得隨時不預先通知而作更改或修訂，而期交所得隨時要求其指定之期權合約，須依據另行編纂之一個或多個指數而進行交易及結算。無論是期交所、恆訊公司或恆指公司均沒有向任何會員 / 交易所參與者或任何第三者保證、申明或擔保該等恆生指數及 / 或任何一個恆生指數，以及其編纂及計算與及一切相關資料之準確性及完整性；亦未有就該等恆生指數及 / 或任何一個恆生指數有關之任何方面作出此等保證、申明、擔保或默示。再者，期交所、恆訊公司及恆指公司對於該等恆生指數及 / 或任何一個恆生指數之被應用於期權合約及 / 或其買賣，及其他相關之用途，概不承擔任何責任；同樣地，對於恆指公司在編纂及計算該等恆生指數及 / 或任何一個恆生指數時之任何失準、遺漏、錯誤、差錯、延遲、中斷、暫停、更改或過失（包括因疏忽而致者），以及任何會員 / 交易所參與者或任何第三者在買賣期權合約時因上述情況而直接或間接蒙受之任何經濟或其他損失，期交所、恆訊公司及恆指公司均不承擔任何責任。任何會員 / 交易所參與者或任何第三者均不得就關涉此不承擔責任聲明所述情況或由此而衍生

之事由而對期交所及／或恆訊公司及／或恆指公司提出索償、採取行動或進行法律訴訟。任何會員／交易所參與者或任何第三者買賣期權合約時，均對此不承擔責任聲明完全知情，因而不能對期交所、恆訊公司及／或恆指公司作任何性質之倚靠。

## 16. 違約

- 16.1 倘出現以下任何一種違約情況，本人／吾等虧欠 貴公司或 貴公司代理人之所有款項連同利息，將在毋須任何通知或要求下即時清還：
- (a) 倘 貴公司認為本人／吾等已違反本協議內之任何主要條款，及或本人／吾等 在與或透過 貴公司或 貴公司代理人進行交易時出現違約；
  - (b) 本人／吾等未有遵守任何有關交易所或結算所之規則或規例；
  - (c) 已對本人／吾等向法院提出破產或清盤訴訟申請，又或已進行其他針對本人／吾等之相類似法律程式；
  - (d) 已對本人／吾等於 貴公司或 貴公司任何代理人之任何帳戶發出了扣押手令或命令或同等法令；
  - (e) 本人／吾等未能在限期前支付對 貴公司及／或 貴公司代理人之欠款；
- 16.2 當第 16.1 條所述之任何一項違約情況發生時， 貴公司將擁有絕對酌情權，在毋須作出通知或要求及不損及 貴公司所享有之任何其他權利或補償情況下，即時：
- (a) 將 貴公司或 貴公司任何關聯公司所持有屬於本人／吾等之全部或部分現金、證券及／或財產，以 貴公司最終決定之方式及條款出售或變賣套現，並將所得之銷售淨額（已扣除有關之收費、開支及費用後）用以償還本人／吾等欠付 貴公司及／或 貴公司任何關聯公司之債務及欠款；
  - (b) 取消任何或所有代本人／吾等作出但尚未執行之指令或任何其他承諾；
  - (c) 透過購入證券以平補帳戶內之任何空倉，或透過沽出證券以平補帳戶內之任何長倉；
  - (d) 行使本協議賦予 貴公司之任何權利。
- 16.3 所有由 貴公司收到之任何款項將按以下次序分配，而任何有關餘款將支付予本人／吾等或按本人／吾等之指令處理：
- (a) 支付 貴公司就轉讓及出售本人／吾等之所有或任何證券或財產或因完成該等證券或財產之業權而適當地產生之一切費用、收費、法律費用及開支，包括但不限於印花稅、傭金及經紀傭金；
  - (b) 償付當時所有本人／吾等到期應付或拖欠 貴公司或 貴公司任何關聯公司之合計未償還款項之累計利息；及
  - (c) 償付所有本人／吾等到期應付或拖欠 貴公司或 貴公司任何關聯公司之款項及債項。

## 17. 帳戶結束

- 17.1 貴公司同意，只要本人／吾等已清償對 貴公司之任何債務，本人／吾等可隨時以書面通知 貴公司結束帳戶。
- 17.2 本人／吾等同意 貴公司亦可絕對酌情決定隨時在不須給予任何理由之情況下結束帳戶。
- 17.3 帳戶之結束並不會影響任何已作出但尚未履行之指令及在帳戶結束日期之前任何一方已產生之權利和責任。
- 17.4 本協議所載之任何承諾或彌償保證，在帳戶結束後仍將存續。

## 18. 責任及彌償

- 18.1 本人／吾等同意， 貴公司及 貴公司董事、行政人員、職員及代理人，均毋須為任何延遲或未能履行 貴公司在本協議下之義務，或於 貴公司及 貴公司董事、行政人員、職員及代理人無法控制之任何情況下，包括但不限於政府限制、交易所或市場裁決、暫停交易、電子或機械設備故障，或通訊線路、電話或其他接駁設備出現問題、未經許可之接達、盜竊、戰爭（不管已宣戰與否）、惡劣天氣、地震及罷工所直接或間接造成之損失承擔責任。
- 18.2 倘因 貴公司或 貴公司任何董事、行政人員、職員及代理人作出之任何事實或判斷錯誤、作出或不作出任何行動、遺漏或失責、或由此引起之後果而造成任何損失、損害或訴訟費用， 貴公司及 貴公司董事、行政人員、職員及代理人或任何資訊供應商均不須對本人／吾等負責，除非這等損失、損害或費用是因嚴重疏忽或蓄意失責而直接引致的。
- 18.3 本人／吾等亦同意， 貴公司及 貴公司董事、行政人員、職員及代理人及資訊供應商將不須對任何間接損失、其他從屬損失或其他經濟損失（包括但不限於利潤損失、交易損失或特別損失）負責，不管該等損失是因疏忽、違約或其他因素（包括但不限於使用電子服務之不便、延誤或不能使用）引致的，即使 貴公司事前已獲勸告有可能出現此類損失或損害。
- 18.4 本人／吾等同意，倘 貴公司直接或間接地因任何指示或本人／吾等違反本協議中之任何責任，而引致任何損失、費

用、賠償、責任或開支，本人／吾等將向 貴公司及 貴公司董事、行政人員、職員及代理人作出彌償，包括彌償因結束帳戶或追討拖欠 貴公司及/或 貴公司代理人之任何債務而引致之任何合理費用。

18.5 即使帳戶結束及本協議終止後，上述條款將仍持續有效。

## 19. 轉讓及繼承人

19.1 貴公司可以在沒有對本人／吾等作出通知之情況下，把其在本協議下之所有或部份權利及/責任轉讓予任何代理人，又或可以在事先予以書面通知本人／吾等之情況下，將該等權利及/或責任轉讓予任何其他人士。但本人／吾等在未取得 貴公司書面同意之前，則不得把本人／吾等在本協議下之任何權利及/或責任轉讓予他人。

19.2 本人／吾等同意，本協議及當中之所有條款對本人／吾等之繼承人、遺囑執行人、遺產管理人、遺產代理人及受讓人均具有約束力，本協議之利益亦對 貴公司、 貴公司繼承人及受讓人生效。

## 20. 客戶個人資料政策

20.1 本人／吾等已知悉 貴公司關於客戶個人資料的政策並同意當中的條款。

## 21. 修訂及變動

21.1 貴公司保留單方面修改、修訂或改動本協議條款之權利，在 貴公司向本人／吾等發出有關該等變動之書面通知時，該等變動將會即時對本人／吾等具有約束力。除非出現本協議容許之指定情況，以及除非 貴公司獲授權行政人員書面簽署同意，否則本協議之任何條款均不得、也不可被視作放棄執行、修改、改動或修訂。

21.2 倘 貴公司之業務出現重大變動，並且可能影響到 貴公司為本人／吾等所提供之服務， 貴公司將會通知本人／吾等。

## 22. 標題

22.1 本協議內每一條款之標題，只具有敘述作用，不應被視作為修改或限制該等條款內所列之任何權利或責任。

## 23. 全部協議

23.1 本協議連同所有本人／吾等與 貴公司達成與帳戶有關之其他書面協議，以及送交本人／吾等之結單及確認文件內所列之條款，構成了本人／吾等與 貴公司之間對本協議主題事宜之全部協議。

## 24. 權利之放棄

24.1 任何一方根據本協議之條款所享有之權利、補償、權力和特權，乃屬積累性而不會排除法律所賦予該方之任何權利或補償。任何一方於本協議下給予之時間、寬容或寬限，不會導致該方放棄其在本協議下之任何權利。任何一方單一或部份行使任何本協議下之權利，不會阻止該方另行行使或進一步行使該等權利。

## 25. 可分割性

25.1 倘本協議之任何條款在任何司法管轄區之法例下被裁定為非法、不成立、無效或不能執行，本協議內其他條款在該司法管轄區內之合法性、有效性及可執行性將不受影響，而本協議整體在其他司法管轄區內之合法性、有效性及可執行性亦不受影響。

## 26. 司法管轄權

26.1 本協議受中華人民共和國香港特別行政區之法律所管轄，並可按該法律執行。本人／吾等不可撤銷地同意接受香港特別行政區法院之非專有司法管轄權制約。

日期：

由〔客戶名稱/姓名〕 )

)

)

在下述見證人面前簽署 )

\_\_\_\_\_  
獲授權簽名/公司印章

[見證人姓名、地址及職業]

姓名：

地址：

職業：

\_\_\_\_\_  
見證人簽名

經由 )

協聯期貨有限公司 )

確認及接受 )

\_\_\_\_\_  
獲授權簽名/公司印章

# 聲 明

## (1) 協聯期貨有限公司持牌代表的聲明

本人 \_\_\_\_\_ CE no. \_\_\_\_\_ 為協聯期貨有限公司持牌代表，謹此聲明，已邀請客戶 \_\_\_\_\_ 閱讀客戶交易協議中的第 7.3、7.5、7.11、12.5 及 14.1 至 14.14 分條的風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)，並確認已按照客戶所選擇的語言(英文或中文)提供該等風險披露聲明。

\_\_\_\_\_  
持牌代表簽署  
日期：

## (2) 客戶聲明

本人 / 吾等謹此聲明協聯期貨有限公司持牌代表 \_\_\_\_\_ CE no. \_\_\_\_\_ 已邀請本人 / 吾等閱讀客戶交易協議中的第 7.3、7.5、7.11、12.5 及 14.1 至 14.14 分條的風險披露聲明、提出問題及徵求獨立的意見(如本人 / 吾等有此意願)，並已提供按照本人 / 吾等所選擇的語言(英文或中文)所篇寫的該等風險披露聲明。

\_\_\_\_\_  
客戶簽署  
日期：

## 協聯期貨有限公司

### 客戶個人資料政策

<<個人資料(私隱)條例>>經已實施，個人資料的收集、使用、保留、保密及其他相關事宜，皆受該條例所監管。本公司謹此向 貴戶說明我們對保障個人資料的政策及實 務：

- (一) 客戶於本公司開設戶口及運用戶口進行交易，需不時向我們提供其個人資料，若沒有足夠的個人資料，我們可能沒法為客戶開設或延續戶口。
- (二) 我們須要的個人資料的種類，包括：
  - (i) 能確定客戶身份的資料，如姓名、身份証號碼及身份証副本；
  - (ii) 能與客戶聯絡的資料，如電話號碼、地址；
  - (iii) 關於客戶背景的一般資料，如婚姻狀況、職業；
  - (iv) 與我們提供的服務有直接關係的資料，如來往銀行戶口號碼、簽名式樣；及
  - (v) 其他我們認為日常運作所須的資料。
- (三) 我們可能會將客戶的個人資料用於以下用途：
  - (i) 執行客戶的指示，提供日常服務及其他相關的正常運作；
  - (ii) 作信用檢查；
  - (iii) 若客戶拖欠本公司款項，其資料可用於向客戶（及為客戶提供擔保的人士）追收欠款；
  - (iv) 須為遵守法例而向任何監管機構（香港或海外）披露資料（包括向相關稅務機構披露客戶的個人資料及戶口的交易資料）；及
  - (v) 其他與上述（i）至（iv）有關的用途。
- (四) 本公司會採取切實可行的步驟，以確保客戶的個人資料保密，惟我們於執行上述 第（三）段所列的運作時，可能需要將資料提供予下列機構或人士：
  - (i) 任何代理人，承包商、或向本公司提供服務（如行政、法律、資訊、電腦、付款、款項追討、證券結算、核數及其他與本公司日常運作方面有關的服務）的服務供應商，而我們會確保該等服務供應商有責任將資料妥為保障；
  - (ii) 有關政府部門及監管機構；及
  - (iii) 任何對本公司有保密責任的人士或機構（包括本公司的同系附屬公司）。
- (五) 該條例訂明，任何人士（或其代表）：
  - (i) 可要求本公司告知他是否持有他的個人資料，並可要求索取該等資料的複本，而本公司有權徵收合理的費用；
  - (ii) 如客戶根據（五）（i）查閱資料後，認為所記錄的資料不準確，可要求本公司作出改正。
- (六) 客戶如欲查閱或改正其個人資料，可聯絡本公司的資料保護主任（電話：2832 0181）或寄：

協聯期貨有限公司  
香港 炮台山  
英皇道 250 號  
北角城中心 4 樓  
408 ~ 9 號室



致：協聯期貨有限公司  
香港炮台山英皇道 250 號北角城中心 4 樓 408~9 號室  
參考編號：

### 自我證明表格 - 個人

#### 重要提示：

- 這是由帳戶持有人向申報財務機構提供的自我證明表格，以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局，稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- 如帳戶持有人的稅務居民身分有所改變，應盡快將所有變更通知申報財務機構。
- 除不適用或特別註明外，必須填寫這份表格所有部分。如這份表格上的空位不夠應用，可另紙填寫。在欄/部標有星號（\*）的項目為申報財務機構須向稅務局申報的資料。

#### 第 1 部 個人帳戶持有人的身分識別資料

（對於聯名帳戶或多人聯名帳戶，每名個人帳戶持有人須分別填寫一份表格）

##### (1) 帳戶持有人的姓名

稱謂（例如：先生、太太、女士、小姐）

姓氏 \*

名字 \*

中間名

##### (2) 香港身份證或護照號碼

##### (3) 現時住址

第 1 行（例如：室、樓層、大廈、街道、地區）

第 2 行（城市）\*

第 3 行（例如：省、州）

國家 \*

郵政編碼/郵遞區號碼

##### (4) 通訊地址（如通訊地址與現時住址不同，填寫此欄）

第 1 行（例如：室、樓層、大廈、街道、地區）

第 2 行（城市）

第 3 行（例如：省、州）

國家

郵政編碼/郵遞區號碼

##### (5) 出生日期 \*（日/月/年）

##### (6) 出生地點（可不填寫）

鎮/城市

省/州

國家

## 第 2 部 居留司法管轄區及稅務編號或具有等同功能的識別編號（以下簡稱「稅務編號」）\*

提供以下資料，列明（a）帳戶持有人的居留司法管轄區，亦即帳戶持有人的稅務管轄區（香港包括在內）及（b）該居留司法管轄區發給帳戶持有人的稅務編號。列出所有（不限於 5 個）居留司法管轄區。

如帳戶持有人是香港稅務居民，稅務編號是其香港身份證號碼。

如沒有提供稅務編號，必須填寫合適的理由：

**理由 A** - 帳戶持有人的居留司法管轄區並沒有向其居民發出稅務編號。

**理由 B** - 帳戶持有人不能取得稅務編號。如選取這一理由，解釋帳戶持有人不能取得稅務編號的原因。

**理由 C** - 帳戶持有人毋須提供稅務編號。居留司法管轄區的主管機關不需要帳戶持有人披露稅務編號。

居留司法管轄區	稅務編號	如沒有提供稅務編號， 填寫理由 A、B 或 C	如選取理由 B， 解釋帳戶持有人不能取得稅務編號的原因
(1)			
(2)			
(3)			
(4)			
(5)			

## 第 3 部 聲明及簽署

本人知悉及同意，財務機構可根據《稅務條例》（第 112 章）有關交換財務帳戶資料的法律條文，（a）收集本表格所載資料並可備存作自動交換財務帳戶資料用途及（b）把該等資料和關於帳戶持有人及任何須申報帳戶的資料向香港特別行政區政府稅務局申報，從而把資料轉交到帳戶持有人的居留司法管轄區的稅務當局。

本人證明，就與本表格所有相關的帳戶，本人是帳戶持有人 / 本人獲帳戶持有人授權簽署本表格 #。

本人承諾，如情況有所改變，以致影響本表格第 1 部所述的個人的稅務居民身分，或引致本表格所載的資料不正確，本人會通知協聯期貨有限公司，並會在情況發生改變後 30 日內，向協聯期貨有限公司提交一份已適當更新的自我證明表格。

本人聲明就本人所知所信，本表格內所填報的所有資料和聲明均屬真實、正確和完備。

簽署

姓名

身分

日期(日/月/年)

(如果你不是第 1 部所述的個人，說明你的身分。如果你是以 授權人身分簽署這份表格，須夾附該授權書的核證副本。)

# 刪去不適用者

**警告:** 根據《稅務條例》第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級（即\$10,000）罰款。

# CLIENT TRADING AGREEMENT

## To : Corporate Commodities Limited

Unit 408-9, 4/F, Fortress Tower,  
250 King's Road, Fortress Hill,  
Hong Kong

(an Exchange Participant of the HKFE (CE no. registered with the SFC: AAK110), and a licensed corporation under the SFO to carry on business in dealing in futures contracts)

I/We \_\_\_\_\_ (full name) of \_\_\_\_\_ (full address)  
request the Company to operate an Account for me/us on the following terms and conditions:

### 1. Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall bear the following meanings:

<b>"Access Code"</b>	means together all necessary personal identification numbers, codes and passwords used to gain access to any of the Electronic Services;
<b>"Account"</b>	means the Commodities trading account opened and maintained by the Company pursuant to this Agreement on my/our behalf;
<b>"Affiliate"</b>	means any subsidiary or holding company of the Company, any subsidiary of any such holding company, and any company in which the Company or any such holding company directly or indirectly have control;
<b>"Agents"</b>	means any Affiliate and/or any agents, associates, information service providers, providers of other financial products or providers of execution, custodian or other facilities appointed by the Company;
<b>"Approved Debt Securities"</b>	means Exchange Fund Bills or Notes issued by the Hong Kong Special Administrative Region Government and such other debt securities or instruments as may from time to time be approved by the HKFE as a form of cover for margin;
<b>"Approved Securities"</b>	means TraHK Units and such other securities as may from time to time be approved by the HKFE as a form of cover for margin;
<b>"Clearing House"</b>	means the body appointed by or established and operated by the HKFE to provide clearing services to Exchange Participants (as defined in the HKFE's Futures Exchange Rules) in respect of Exchange Contracts;
<b>"Client Information Statement"</b>	means the information form which I/we completed for opening the Account;
<b>"Commodity"</b>	has the meaning ascribed thereto by the HKFE's Futures Exchange Rules;
<b>"Company"</b>	means Corporate Commodities Limited;
<b>"Electronic Services"</b>	means any services which the Company may provide from time to time enabling me/us to operate the Account and to give electronic instructions to purchase, sell and otherwise deal with Commodities and information services;
<b>"Exchange Contracts"</b>	means a contract for a Commodity approved by the SFC and HKFE for trading on a market and which may result in an future/option contract;
<b>"F.O. Business"</b>	means the business of dealing in Futures Contracts and/or Options Contracts;
<b>"HKEx"</b>	means the Hong Kong Exchanges and Clearing Ltd;
<b>"Information Provider"</b>	means any third party which provides information including any stock, futures or commodities exchange or information vendor whose information is contained in the Electronic Services;
<b>"Instruction"</b>	means any instruction given by me/us for the operation of the Account (as mentioned in sub-clause 4.2 below);
<b>"Margin"</b>	means any deposits, collateral and margin (including but not limited to initial margin and additional margin) being an amount demanded by the Company from me/us pursuant to the HKFE's Futures Exchange Rules;
<b>"Market"</b>	means one of the markets from time to time established and operated by the HKFE;
<b>"Regulator"</b>	means any relevant exchanges, securities regulators (including but not limited to the SEHK and SFC), government agencies, tax authorities and/or public body (in Hong Kong or overseas);
<b>"HKFE"</b>	means the Hong Kong Futures Exchange Limited;
<b>"SFC"</b>	means the Securities and Futures Commission;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and any subsidiary legislation made thereunder, as amended, consolidated or substituted from time to time;

“Transaction” means an executed Instruction.

- 1.2 In this Agreement, words importing the singular include the plural and vice versa and words importing the gender include any other gender.

## 2. The Account

- 2.1 I/We confirm that the information provided in the Client Information Statement is true, complete and accurate. I/We will forthwith inform the Company of any changes to that information. The Company is authorized to conduct credit enquiries on me/us to verify the information provided.
- 2.2 I/We confirm that I am/we are the person(s) ultimately responsible for originating the Instruction in relation to and the ultimate beneficial owner of each Transaction in the Account (except where such other person or entity has been disclosed to the Company in the Client Information Statement or other notices to the Company). I am/We are and shall at all times be trading on my/our own account unless specifically disclosed to you otherwise in writing.
- 2.3 Subject to sub-clause 4.5, clauses 10 and 20 below, the Company will keep information relating to my/our Account confidential, but may provide any such information to the relevant Regulator to comply with their requirements or requests for information and to any other persons forthwith upon request to any court orders or statutory provisions.

## 3. Laws and Rules

- 3.1 All Transactions shall be effected in accordance with all laws, rules and regulatory directions applying to the Company. This includes the rules of the HKFE and of the Clearing House or any other exchange or Market and its clearing house of which you are a member/exchange participant or to which you may have any obligation. All actions taken by the Company in accordance with such laws, rules and directions shall be binding on me/us.

## 4. Orders and Operation of the Account

- 4.1 I/We confirm that all transactions in Commodities are made by me/us on the understanding that actual performance is contemplated (unless my/our initial position is liquidated), and that you are acting as my/our agent in effecting Transactions unless it is indicated (in the statement of Account or otherwise) that you are acting as principal.
- 4.2 I/We shall from time to time give Instructions, either verbally, in writing or through any of the Electronic Services, in connection with my/our Account, in particular (but without limitation) with regard to:
- (a) the purchase and/or sale of Commodities, the deposit of moneys, Approved Debt Securities, Approved Securities, Commodities, valuables, documents or other property of me/us (whether for safe custody, by way of margin (initial or additional or otherwise) or security or otherwise) and the withdrawal and transfer of funds from the Account;
  - (b) the delivery, disposal or other dealing of or with all or any moneys, Approved Debt Securities, Approved Securities, Commodities, valuables, documents or other property of me/us held by you or your nominee(s) from time to time, whether held by way of margin, security, safe custody or otherwise;
  - (c) the countermanding of any Instructions hereunder, provided that you will not be liable for failure to comply except in the case of gross negligence or wilful default;
- and to accept all receipts as a valid discharge to you for all moneys, Approved Debt Securities, Approved Securities, Commodities, valuables, documents or other property owing or held by you or your nominee(s) in connection with the Account.
- 4.3 Upon receipt of such Instructions, the Company shall insofar as it considers to be reasonably practicable sell and/or purchase Commodities in accordance with those Instructions, provided always that the Company shall have an absolute discretion to accept or reject any Instructions, in particular, but not limited to, in the event that I/we do not have sufficient Margin in the Account to meet the minimum Margin requirements as notified by the Company to me/us, as amended from time to time. I/We further acknowledge that the Company may at any time require me/us to deposit sufficient cleared funds and/or collateral acceptable to the Company as additional Margin in the Account before carrying out any Transactions in respect of any Commodities on my/our behalf.
- 4.4 I/We confirm that I/we have carefully read, considered and understood the Risk Disclosure Statements referred to in clause 7 and clause 14 below and I am/we are willing and able to assume the financial risks and other hazards of trading Commodities (whether outlined in such Statement or not) and agree that I/we will at no time hold you responsible in any manner whatsoever for any losses resulting from any such trading, in particular (but without limitation) through following advice of your employees or agents (whether given negligently or otherwise).
- 4.5 I/We confirm:
- (a) that I/we acknowledge that, in respect of Transactions related to Exchange Contracts, the rules and regulations and procedures of the HKFE shall be binding on both you and me/us and that those rules contain provisions requiring you upon the request of the HKFE or the SFC to disclose the name and beneficial identity and such other information concerning me/us as the HKFE or the SFC may require and that I/we agree to provide such information as you may require in order for you to comply with the aforesaid rules, regulations, procedures and the SFO and that in the event you fail to comply with the disclosure requirement under Rule 606(a) or 613(a) of the HKFE's Futures Exchange Rule,

the HKFE may require the closing out of positions on behalf of me/us or the imposition of a margin surcharge on my/our positions. For the purpose of this sub-clause, "beneficial identity" means the ultimate beneficiary of any Account or, in the case of a company or body corporate, the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate and includes a beneficiary holding an interest through a nominee or trust.

- (b) that I/we shall be responsible for obtaining in advance any governmental consents of my/our country required in connection with any Transactions contemplated hereby. If I/we reside or give Instructions outside Hong Kong, I/we agree to ensure and represent that such Instructions will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our Instructions are given, and that when in doubt, shall consult or obtain legal advice on the relevant jurisdiction. I/We accept that there may be taxes or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable. I/We further agree to indemnify the Company on demand for any claims, demands, actions, costs and expenses the Company may suffer or incur in connection with or arising from my/our residing outside Hong Kong or giving of any such Instruction outside Hong Kong.
- 4.6 I am/We are aware that, in the event that you engage in F.O. Business on my/our behalf in markets other than those operated by the HKFE, transactions related to such F.O. Business will be subject to the rules and regulations of those markets and exchanges, and not those of the HKFE, with the result that I/we may have varying level and type of protection in relation to those transactions on different markets and exchanges.
- 4.7 I /We confirm that you shall have no obligation to provide me/us with information with respect to any of my/our positions other than those specified in sub-clauses 4.12 and 4.13 below nor any obligation (though you shall be entitled at your discretion) to close any such position (unless with my/our Instructions) and that Instructions to close positions and/or delivery of funds or documents shall be given or made by me/us early enough in your opinion to enable you to effect the relevant transaction(s) on the relevant exchange or market, failing which you may take such action as you think fit (including, without limitation, borrowing or purchasing Commodities) and I/we shall indemnify you on demand against any loss, damage, cost or expense suffered or incurred by you in connection with any such failure by me/us or action by you.
- 4.8 The Company may, without prior reference to me/us, combine for execution my/our Instructions to purchase and/or sell Commodities with instructions received from other clients. I/We acknowledge that this may result in a more favourable or less favourable price being obtained for me/us than executing my/our Instructions separately. Where there are insufficient Commodities to satisfy orders so combined, the Transactions will be allocated between the clients with due regard to market requirements, applicable regulations and fairness to clients. I/We acknowledge and agree that the Company and/or its Agents may at any time prioritise Instructions for best execution pricing.
- 4.9 I/We understand that by reason of physical restraints and rapid changes in the price of Commodities, the Company may not always be able to execute my/our Instructions in full or at the prices quoted "at best" or "at market" or at any other specific time and I/we agree to be bound by such execution.
- 4.10 I/We acknowledge and agree all Instructions shall be irrevocable once communicated and that it will not usually be possible to cancel or change an Instruction, whether verbally, in writing or electronically, after it has been given, unless otherwise agreed by the Company. In case of full or partial execution of my/our cancelled Instructions, I/we agree to accept full responsibility for and to make full settlement of Transactions.
- 4.11 I/We agree that the Company shall not be held responsible for any delays or failures in the transmission, receipt or execution of Instructions due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond the control or anticipation of the Company.
- 4.12 The Company shall use its best endeavours to provide me/us as a matter of record, either electronically or by hard copy, with confirmation of each Transaction it has effected on the Account. Transactions shall be binding on me/us unless I/we object thereto in writing within 24 hours after my/our deemed receipt of the relevant confirmation. In all cases, the Company reserves the right to determine the validity of my/our objection to a Transaction.
- 4.13 The Company shall use its best endeavours to provide me/us, either electronically or by hard copy, with monthly Account statement (in such form as the Company shall determine) containing a list of my/our Exchange Contracts held in the name of the Company or its Agents or nominees and details of all Transactions effected on the Account since the date of the preceding Account statement or, if there is no preceding Account statement, since the date the Account was opened. The information contained in each Account statement shall be binding on me/us unless I/we object thereto in writing within five days after my/our deemed receipt of the Account statement. In all cases the Company reserves the right to determine the validity of my/our objection to information contained in the Account statement.
- 4.14 The Company shall not be liable to me/us in respect of any loss suffered by me/us which could or might reasonably have been avoided but for my/our failure to notify the Company as required under sub-clause 4.12 and/or 4.13 above. In spite of my/our confirmation of any transactions and/or statements of account, in all cases the Company reserves the right to amend any errors of the confirmations and statements of Account when such errors are discovered subsequently.
- 4.15 SUBJECT TO ANY PROVISIONS OF THE SFO AND ANY APPLICABLE LAW, YOU MAY TAKE THE OPPOSITE POSITION TO ANY OF MY/OUR ORDER IN RELATION TO ANY EXCHANGE TRADED FUTURES AND OPTIONS CONTRACTS, WHETHER ON YOUR OWN ACCOUNT OR FOR THE ACCOUNT OF YOUR AFFILIATE OR OTHER CLIENTS PROVIDED THAT SUCH TRADE IS EXECUTED COMPETITIVELY ON OR THROUGH THE FACILITIES OF THE HKFE IN ACCORDANCE WITH ITS RULES OR THE FACILITIES OF ANY OTHER COMMODITY, FUTURES OR OPTIONS EXCHANGE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF SUCH OTHER EXCHANGE.**
- 4.16 I/We acknowledge that you are bound by the Futures Exchange Rules of HKFE which permit the HKFE to take steps to limit the positions or require the closing out of Exchange Contracts on behalf of me/us who in the opinion of the HKFE are

accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be. Any position limit from time to time imposed the HKFE shall not be less stringent than that prescribed by the SFC's Securities and Futures (Contracts Limits and Reportable Positions) Rules.

- 4.17 I/We acknowledge that under Rule 628 of HKFE's Futures Exchange Rules as regards monitoring large open positions:
- (a) The HKFE shall from time to time specify the number of open contracts carried or held by HKFE Exchange Participants on behalf of any client or for their own account which is to be regarded as a large open position for the purpose of the Futures Exchange Rules.
  - (b) Every HKFE Exchange Participant shall make reports to the HKFE or designated staff of HKEx of its large open positions in such form and with such frequency as may from time to time be prescribed by the HKFE.
  - (c) The HKFE or any designated staff of HKEx may require you to supply such further information in respect of a large open position report as he deems appropriate.
- 4.18 I/We acknowledge that pursuant to Section 35 of the SFO, the SFC may make rules to prescribe limits on, or conditions relating to, the number of futures/options contracts which may be held or controlled, directly or indirectly by any person, and require a person holding or controlling a reportable position to lodge a notice of that reportable position with a recognised exchange company or the SFC. I am/We are advised of such "prescribed limits" and "reportable position" as specified in the SFC's Securities and Futures (Contracts Limits and Reportable Positions) Rules. In particular, the "prescribed limits" and "reportable position" of any person (other than a person referred to in subsections 4(2) and 4(4) of the said Rules) for Hang Seng Index futures and options contracts, and Mini-Hang Seng Index futures and options contracts are shown as follows:

#### **Prescribed Limits**

10,000 long or short position delta limit for all contract months combined, provided the position delta for the Mini-Hang Seng Index futures contracts or Mini-Hang Seng Index options contracts shall not at any time exceed 2,000 long or short for all contract months combined.

#### **Reportable Positions**

500 open Hang Seng Index futures contracts for any one contract month; 500 open Hang Seng Index options contracts for any one series; 2,500 open Mini-Hang Seng Index futures contracts for any one contract month and 2,500 open Mini-Hang Seng Index options contracts for any one series.

Any person who holds or controls a reportable position shall lodge a notice in writing of that reportable position with the recognized exchange company within one reporting day following-

- (a) the day on which the person first holds or controls that reportable position; and
  - (b) each succeeding day on which the person continues to hold or control that reportable position.
- 4.19 If I/we suffer pecuniary loss by reason of your default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation-Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all.
- 4.20 For your services in relation to derivative products (including futures contracts or options), you shall provide to me/us product specifications and any prospectus or other offering document covering such products upon my/our request.

## **5. Margin and Settlement**

- 5.1 I/We agree that notwithstanding any of the other provisions of this Agreement, I/we will pay all my/our indebtedness to you on demand or earlier when due and at your request from time to time will deposit such Margin (whether original, additional or otherwise) and/or variation adjustment in cash, Commodities, Approved Debt Securities, Approved Securities, securities or otherwise and maintain such security with you as you deem satisfactory or which may be required by the rules of any exchange or market of which you are a member /exchange participant or to which you may have any obligation. Any such Margin/security call and demand for variation adjustment must be met within 24 hours (or such shorter period as you may specify in respect of such call), failing which I/we acknowledge that, without prejudice to your other rights under this Agreement, you shall be entitled and, in the case of open positions in respect of which two successive Margin calls and demands for variation adjustment are not met within any such period, may be required, to report particulars of such open positions to the HKFE and the SFC, and that you may require more Margin, or variation adjustments than that specified by the HKFE and/or its Clearing House and may close out open positions in respect of which any Margin calls and demand for variation adjustments are not met.
- 5.2 I /We agree that whenever as you deem it advisable for your protection, by reason of insufficiency of Margin or security or otherwise, and upon any closure of any Account or termination of your relationship (in whole or part) with me/us, you are irrevocably authorised at your discretion (as to timing, terms and otherwise), without demand of any kind upon or notice to me/us or any other person, and on the exchanges where such business is usually transacted or by private sale, or purchase as the case may be, or in any other manner, and whether to or from yourself or otherwise, to buy in any or all Commodities of which the Account is short and/or sell any or all Commodities which you are holding or carrying for or on Account and cancel any outstanding orders, in each case without any liability on your part to me/us for any such action taken except in the case of gross negligence or wilful default. The net proceeds of any such sale, or the Commodities received on any such purchase shall be applied against my/our indebtedness to you or my/our short position with you, without prejudice to my/our liability for any deficiency. Such authority to buy in and/or to sell Commodities shall (without limitation of the generality of the

foregoing) apply in any case where, pursuant to the rules of the HKFE, the HKFE has taken steps to limit the positions and/or to require the closing out of any of my/our Exchange Contracts.

- 5.3 I/WE AGREE THAT YOU ARE HEREBY IRREVOCABLY AUTHORISED WITHOUT PREJUDICE TO THE OTHER AUTHORITIES GRANTED TO YOU HEREUNDER, TO INSTRUCT ANY AFFICIATE (AND TO GIVE ANY AFFICIATE NOTICE OF THIS AUTHORITY) TO TRANSFER ON MY/OUR BEHALF ANY FUNDS STANDING FROM TIME TO TIME IN ANY ACCOUNT MAINTAINED AT ANY TIME BY ME/US WITH ANY AFFICIATE TO ANY OF MY/OUR ACCOUNTS WITH YOU AND/OR TO ANY ACCOUNT MAINTAINED AT ANY TIME BY ME/US WITH ANY AFFICIATE AND/OR TO TRANSFER ANY FUNDS STANDING FROM TIME TO TIME IN ANY ACCOUNT MAINTAINED BY ME/US WITH YOU TO ANY ACCOUNT MAINTAINED AT ANY TIME BY ME/US WITH ANY AFFICIATE.**

## **6. Commission, Interest and Other Charges**

- 6.1 You shall be entitled to the following remuneration payable by me/us:

- (a) commission; and
- (b) other fees payable as notified by you from time to time;

I/We will pay to you all commissions incurred by me/us or charged by you on the purchase or sale of Commodities including all commissions that may be incurred or charged in relation to your selling or purchasing Commodities pursuant to sub-clauses 5.2, 9.2 and 9.4;

- 6.2 For the avoidance of doubt, if a debit balance arises on any of my/our Account(s), the Company shall not be, nor shall the Company be deemed to be, obliged to make available or continue to make available any advances. And you do not by this Agreement offer financial accommodation to me/us for any of my/our Transaction. The daily debit balances in the Account shall be charged with interest at your applicable rate as notified to me/us from time to time and the Account will be subject to such commission and other charges (including reimbursement of legal and other costs) as you may from time to time impose;
- 6.3 I am/We are aware that every Exchange Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by me/us;
- 6.4 I/We confirm that I/we have received a schedule specifying the chargeable rates of all such fees and charges as mentioned in sub-clauses 6.1 and 6.3 above. I/We also understand that the rates may be revised from time to time and the Company will notify me/us of any major changes in due course.

## **7. Electronic Services and Related Risk Disclosure**

- 7.1 I/We acknowledge that the Company offers me/us three ways of accessing the Account and to give Instruction: (i) electronically through certain medium (including without limitation the internet and mobile telephone) as from time to time made available by the Company (i.e. Electronic Services); (ii) verbally by telephone; and (iii) in writing.
- 7.2 Without prejudice to the generality of and in addition to the other provisions in this Agreement, I/we acknowledge and agree that the provisions in this clause 7 shall apply to any Electronic Services which the Company may provide from time to time as it considers appropriate.
- 7.3 I/We acknowledge that the Electronic Services are reliant on new technology, computer software and hardware, and other machinery. As with all facilities and systems, they are vulnerable to temporary disruption or failure. As a consequence, I/we understand and accept that I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or is not executed at all. I/We also acknowledge and accept that there may be time lag in data transmission and that my/our orders may not necessarily be executed at the price indicated on the Internet or any other types of stock price quotation system.
- 7.4 I/We acknowledge that the Company may engage certain third parties (which may in turn engage other service providers or Information Providers), from time to time as the Company considers appropriate, for the provision of facilities to enable me/us to use the Electronic Services. I/We further acknowledge that to the extent that the Company engage such third parties, the Company has not placed any involvement in the creation of technology or in the creation and/or maintenance of the third party systems and/or networks used in the provision of the Electronic Services.
- 7.5 I/We agree that, whether as a consequence of the matters referred to in sub-clauses 7.3 and 7.4 or not, in the event that there shall be any form of loss accruing to me/us resulting from the use or attempted use of any of the Electronic Services, neither the Company nor its directors, officers, servants or Agents shall be liable to me/us in any respect for any losses or damages of whatever nature including, without limitation, those losses or damages resulting from interruption of use (including, without limitation, any interruption due to the maintenance or upgrade of any Electronic Service), loss or corruption of data or loss of profits. I/We also acknowledge that my/our ability to recover certain losses from other parties such as the system providers and Information Provider may be subject to limits on liability imposed by such parties.
- 7.6 I/We agree that I/we shall be the only authorized user(s) of any Electronic Services under this Agreement. I/We shall be responsible for the confidentiality and use of the Access Codes. I/We acknowledge and agree that I/we shall be solely/jointly responsible for all Instructions entered through the Electronic Services using the Access Codes.
- 7.7 I/We acknowledge that the Electronic Services and the Web site of the Company, and the software comprised in them, are proprietary to the Company and/or its Agents and/or third parties. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or the Web site of the Company or any of the software comprised

in them. I/We agree that the Company shall be entitled to close the Account immediately without notice to me/us, and I/we acknowledge that the Company may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if the Company at any time reasonably suspects that I/we have breached the same. I/We undertake to notify the Company immediately if I/we become aware that any of the actions described above in this sub-clause is being perpetrated by any other person.

- 7.8 The Company will not be deemed to have received my/our Instructions or have executed my/our Instructions until I am/we are in receipt of the Company's verbal or written confirmation thereof, either electronically or by hard copy.
- 7.9 I/We further acknowledge and agree that, as a condition of using any of the Electronic Services to give Instructions, I/we are primarily responsible to immediately notify the Company upon occurrence if: (i) an Instruction has been placed through the Electronic Services and I/we have not received an Instruction number; (ii) an Instruction has been placed through the Electronic Services and I/we have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (iii) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which I/we did not instruct or any similar conflict; or (iv) I/we become aware of any unauthorized use of my/our Access Codes.
- 7.10 In any event, the Company shall not be liable for my/our failure in observing the aforesaid obligations in sub-clause 7.9 and I/we shall fully indemnify the Company and/or its Agents in respect of any direct or indirect loss or cost of whatsoever nature that the Company and/or Agents may suffer or incur as a result thereof.
- 7.11 I/We acknowledge that the Electronic Services, due to unpredictable traffic congestion and other reasons, may not be a reliable medium of communication and that such unreliability is beyond the control of the Company. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us.
- 7.12 I/We agree to use any Electronic Services, which the Company may from time to time provide as it considers appropriate, only in accordance with the terms of this Agreement.

## **8. Client's Money, Approved Debt Securities and Approved Securities**

- 8.1 All credit balances held by you for me/us and all money, Approved Debt Securities, Approved Securities and other property received by you from me/us or from any other person (including the Clearing House) for my/our Account shall be held by you as trustee, segregated from your own assets, and paid into a segregated bank account or a segregated debt securities account or a segregated securities account as the case may be, and that all money, Approved Debt Securities, Approved Securities or other property so held by you shall not form part of your assets for insolvency or winding up purposes but shall be returned to me/us promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of your business or assets. I/We agree that you are entitled to receive for your own benefit all sum derived by way of interest on all amounts held in such segregated bank account for me/us.
- 8.2 I/We acknowledge that if you transact on behalf of your clients both HKFE trade and Non-HKFE trade, you shall ensure that client's money relating to HKFE trade is paid into one segregated bank account designated as an "HKFE Trade" account whilst client's money relating to Non-HKFE Trade is paid into another segregated bank account designated as a "Non-HKFE Trade" account, and you shall procure that client's money received and paid by you in respect of HKFE Trade and Non-HKFE Trade is always kept separately and accounted for separately.
- You shall ensure that client's money maintained in segregated bank accounts is at all times sufficiently liquid to satisfy readily all margin requirements or other trading related liabilities in respect of F.O. Business conducted on behalf of clients.
- 8.3 I/We authorise you to apply any monies in the segregated bank account which I/we may pay to you to meet your obligations to any party and any charges (including commission, brokerage, levies and other proper charges) incurred for my/our Account insofar as such obligations and charges arise in connection with or incidental to F.O. Business transacted on my/our behalf.
- 8.4 I/We acknowledge that if you receive from clients collateral for margin requirements in the form of Approved Debt Securities, you shall establish and keep with a recognized dealer registered with the Hong Kong Monetary Authority (in the case of Exchange Fund Bills or Notes) or any bank, depository or institution approved by the Clearing House from time to time (in the case of other Approved Debt Securities) at least one debt securities account in your name and in the title of which the word "client", "segregated", "non-house" or other similar word or phrase appears and which constitutes a segregated debt securities account.
- 8.5 I/We acknowledge that if you receive from clients collateral for margin requirements in the form of Approved Debt Securities and transact on behalf of clients both HKFE Trade and Non-HKFE Trade, you shall maintain at least two segregated debt securities accounts and ensure that clients' Approved Debt Securities relating to HKFE Trade are deposited into one segregated debt securities account designated as an "HKFE Trade" account whilst clients' Approved Debt Securities relating to Non-HKFE Trade are deposited into another segregated debt securities account designated as a "Non-HKFE Trade" account, and procure that clients' Approved Debt Securities received and deposited by you in respect of HKFE Trade and Non-HKFE Trade are always kept separately and accounted for separately.
- 8.6 Unless clients' Approved Debt Securities are deposited directly into your segregated debt securities account, you should as soon as practicable and in any event within the next business day its after receipt deposit clients' Approved Debt Securities into your segregated debt securities account. And no clients' Approved Debt Securities may be deposited by you into any account other than a segregated debt securities account maintained by you. No Approved Debt Securities or other debt securities other than clients' Approved Debt Securities may be deposited by you into a segregated debt securities account.



- 8.7 I/We acknowledge that there may be withdrawn from a segregated debt securities account:
- (a) Approved Debt Securities required to meet your obligations to the Clearing House or an executing agent arising in connection with F.O. Business transacted by you on the instructions of one or more clients provided that no withdrawal may be made which would have the effect that Clearing House margin, variation adjustment requirements or other trading related liabilities in respect of F.O. Business conducted on behalf of any client are thereby financed by other clients' Approved Debt Securities;
  - (b) Approved Debt Securities which are transferred to another segregated debt securities account; and
  - (c) Approved Debt Securities returned to or in accordance with my/our directions, but in such a case notwithstanding my/our directions, no Approved Debt Securities may be deposited into another account of you unless that account is a segregated debt securities account.
- 8.8 I/We acknowledge that if you receive from clients collateral for margin requirements in the form of Approved Securities, you shall establish and keep with a registered participant of the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited ("HKSCC") or any other depository, institution or clearing house approved by the Clearing House from time to time at least one securities account in your name and in the title of which the word "client", "segregated", "non-house" or other similar word or phrased appears and which constitutes a segregated securities account.
- 8.9 I/We acknowledge that if you receive from clients collateral for margin requirements in the form of Approved Securities and transact on behalf of clients both HKFE Trade and Non-HKFE Trade, you shall maintain at least two segregated securities accounts and ensure that clients' Approved Securities relating to HKFE Trade are deposited into one segregated securities account designated as an "HKFE Trade" account whilst clients' Approved Securities relating to Non-HKFE Trade are deposited into another segregated securities account designated as a "Non-HKFE Trade" account, and procure that clients' Approved Securities received and deposited by you in respect of HKFE Trade and Non-HKFE Trade are always kept separately and accounted for separately.
- 8.10 Unless clients' Approved Securities are deposited directly into your segregated securities account, you shall as soon as practicable and in any event within the next business day after its receipt deposit clients' Approved Securities into your segregated securities account. And no clients' Approved Securities may be deposited by you into any account other than a segregated securities account maintained by you. No Approved Securities or other securities other than clients' Approved Securities may be deposited by you into a segregated securities account.
- 8.11 Subject to having obtained from your clients specific written authority and such other consent(s) as may be required under applicable laws, rules and regulations, there may be withdrawn from a segregated securities account:
- (a) Approved Securities required to meet your obligations to the Clearing House or an executing agent arising in connection with F.O. Business transacted by you on the instructions of one or more clients provided that no withdrawal may be made which would have the effect that Clearing House margin, variation adjustment requirement or other trading related liabilities in respect of F. O. Business conducted on behalf of any client are thereby financed by other clients' Approved Securities;
  - (b) Approved Securities which are transferred to another segregated securities account; and
  - (c) Approved Securities returned to or in accordance with my/our directions but in such a case notwithstanding my/our directions, no Approved Securities may be deposited into another account of you unless that account is a segregated securities account.
- 8.12 I/We acknowledge that in respect of any of your account maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of F.O. Business transacted on my/our behalf and whether or not money, Approved Debt Securities or Approved Securities paid or deposited by my/us has been paid to or deposited with the Clearing House, as between yourself and such Clearing House, you deal as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of me/us and monies, Approved Debt Securities and Approved Securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in sub-clause 8.1 above.
- 8.13 I/We acknowledge that you or your nominee(s) may at any time exercise voting rights with respect to securities held by you as Margin or otherwise at your discretion and without further consent from me/us, but subject to any specific written voting instructions received from me/us as the beneficial owner of such securities.
- 8.14 I/We hereby acknowledge that the Clearing House may do all things necessary to transfer any open positions held by you on my/our behalf and any money and security standing to the credit of my/our Account with you to another exchange participant of the HKFE in the event the rights of you as an exchange participant of the HKFE are suspended or revoked.
- 8.15 I/We agree that the Company may allocate any of my/our eligible positions to the Clearing House's Client Offset Claim Account ("COCA"). I/We acknowledge that no offset may be available between the positions pairs belonging to different clients maintained in the COCA, any request for external transfer of positions from the COCA under a participant default situation must be for ALL but not part of the positions. As a result, in case of the Company's default, no position maintained in the COCA could be externally transferred to another participant if one or more clients of the Company with positions in COCA do not wish to transfer out their positions for whatever reasons notwithstanding the stipulation in clause 8.14.

## 9. Lien, Set-off and Combination of Accounts

- 9.1 All money, Approved Debt Securities, Approved Securities, all receivables and other property held by or in possession of the Company for me/us shall be subject to a general lien in the Company's favour as a continuing security, for the discharge of my/our obligations to the Company arising in respect of F.O. Business transacted for my/our Account.

- 9.2 In addition to and without prejudice to any general lien, rights of set-off or similar right to which the Company may be entitled by law or under this Agreement, the Company shall be entitled and authorized to, for itself or as agent for its Agents, at any time and without prior notice to me/us, notwithstanding any settlement of accounts or other matter whatsoever:
- (a) apply any credit balance in any currency to which I am/we are at any time beneficially entitled on any account with the Company or any of its Agents (of whatever nature and whether individually or jointly with others); and/or
  - (b) combine and/or consolidate all or any of my/our accounts with the Company and any of its Agents and set off, or transfer any money, Approved Debt Securities, Approved Securities and other property standing to the credit of any one or more of accounts to which I am/we are entitled from time to time (whether pursuant to an instruction given under 5.3 or otherwise) in or towards the satisfaction of any of my/our liabilities to the Company or its Agents (whether actual or contingent) including all commissions, costs, charges and expenses payable to the Company or its Agents. In respect of any payments by the Company to offset and discharge any of my/our liabilities to any of its Agents, the Company shall not be concerned whether or not such liabilities exist provided demand has been made on the Company by such Agent(s).
- 9.3 I/We agree that all my/our cash, Approved Debt Securities, Approved Securities or other property that are received for me/us, or deposited by me/us, or purchased for me/us or held on my/our behalf ("Charged Assets") shall stand charged by way of first fixed charges as continuing security for the payment and discharge of any amounts due and/or owing by me/us to the Company and/or its Agents. I/We, as beneficial owner(s), hereby authorize the Company or its Agents to sell the Charged Assets at such price and in such manner as the Company in its absolute discretion considers appropriate and to repay the Company and/or its Agents and discharge my/our indebtedness to the Company and/or its Agents. The Company, its directors, officers, employees and Agents shall have no liability for any loss thereby suffered, unless such liability or loss is suffered as a result of gross negligence or willful default on the part of the Company, and I/we will not make any claim concerning the manner or timing of such sale. Upon full payment and discharge of my/our obligations, the Company will at my/our request and expenses release to me/us all rights, title and interests of the Company in the Charged Assets or the remainder of such, as the case may be.
- 9.4 Without prejudice to any other rights of the Company, upon the occurrence of an event of default set out in sub-clause 16.1, the Company shall have the right, without notice or demand, to take any of the actions set out in sub-clauses 9.2 and 9.3 and 16.2 and apply the net proceeds (after deduction of all fees, costs and expenses incurred) in reduction of my/our outstanding obligations or indebtedness to the Company or any of its Agents.

## 10. Agency and Disclosure

- 10.1 The Company is authorized to employ any of its Agents to perform all or part of its duties under this Agreement and to provide information regarding the Account to such Agents.
- 10.2 The Company may disclose information and details relating to me/us or the Account to any Regulator, upon request to assist any of them with any investigation or enquiry it is undertaking and I/we agree that the Company will have no liability to me/us for doing so.
- 10.3 Without prejudice to any other provisions of this Agreement, if I am/we are financial intermediary and effect Transaction for my/our client (including transaction for collective investment scheme, discretionary account or discretionary trust), in connection with any request for information made to the Company (or to me/us, as the case may be) by any Regulator in respect of any Transaction,
- (a) I/we shall within two business days upon request by the Company (or by the Regulator, as the case may be) provide the Regulator with such information as may be required by it, including but not limited to the identity, address, occupation, contact details and other identification particulars of :
    - (i) the party on whose account the Transaction was effected, so far as known to me/us;
    - (ii) the person who has the ultimate beneficial interests in the Transaction; and
    - (iii) any third party who originated the Transaction.
  - (b) If I/we effect transaction for collective investment scheme, discretionary account or discretionary trust, I/we shall inform the Company within 24 hours after my/our discretion to invest has been overridden in any way. In such event, I/we shall also inform the Regulator, within two business days upon request by the Company, of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Transaction.
  - (c) In the event that I am/we are aware that my/our client is acting as intermediary for its underlying client and I/we do not know the identity, address, occupation and contact details of the underlying client for whom the Transaction was effected, I/we confirm that :
    - (i) I/we have arrangements in place with my/our client which entitle me/us to obtain the information as set out in sub-clause 10.3(a) above from my/our client immediately upon request or procure that it be so obtained; and
    - (ii) I/we shall, upon request from the Company in relation to a Transaction, promptly request the information set out in sub-clause 10.3(a) above from my/our client, on whose instructions the Transaction was effected, such that the information is provided to the Regulators within two business days from the date of the request.
- 10.4 I/We confirm that neither I/we nor my/our client are subject to any law which prohibits the performance by me/us of sub-clause 10.3, if I/we or my/our clients are subject to such law, that I/we or my/our clients (as the case may be) have waived the benefit of such law or consent in writing to the performance by me/us of this sub-clause.
- 10.5 Sub-clauses 10.3 shall continue in effect notwithstanding the closure of Account or termination of this Agreement.

## **11. Advice and Market Data**

- 11.1 I/We agree that I/we will, independently and without reliance on the Company, make my/our own judgements and decisions with respect to each Instruction. I/We assume full responsibility for Transactions in or for the Account and for my/our investment decision. I/We acknowledge and agree that the Company shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its officers, directors, employees and Agents, irrespective of whether or not such suggestion was given at my/our request.
- 11.2 If the Company solicits the sale of or recommends any financial product to me/us, the financial product must be reasonably suitable for me/us having regard to my/our financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask me/us to sign and no statement the Company may ask me/us to make derogates from this clause.
- 11.3 I/We further acknowledge and agree that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other information. Neither the Company, Information Providers nor any disseminating party make any representations or warranties concerning any information contained in the Electronic Services, including warranties as to satisfactory quality and fitness for a particular purpose, accuracy or completeness, or that the Electronic Services will be uninterrupted or error free.
- 11.4 Neither the Company, Information Providers nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error, or delay in or omission from any data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, information or message due to any negligent act of the Company or any disseminating party, or to any force majeure event, or other cause beyond the Company's reasonable control or the reasonable control of any Information Providers or disseminating party.
- 11.5 I/We shall use real time quotes and market data for my/our personal use only and shall not furnish such data to any other person or entity for any reason.

## **12. Communication**

- 12.1 I/We acknowledge that the Company offers me/us three ways of accessing the Account and to give Instructions: (i) electronically through certain medium (including without limitation the Internet and mobile telephone) as from time to time made available by the Company (i.e. Electronic Services); (ii) verbally by telephone; and (iii) in writing. I/We agree that, should I/we experience any problems in reaching the Company through any method, I/we will attempt to use an alternative method to communicate with the Company and inform the Company of the difficulty I/we are experiencing. I/We acknowledge that there may be additional charges associated with accessing the Account and giving Instructions by telephone. If I/we send Instructions to or communicate with the Company in writing, any such instructions and communication must be duly signed by me/us (or any person authorized by me/us), otherwise the Company shall not act on the Instructions/communication. I/We understand and agree that, for our mutual protection, the Company may electronically monitor or record any of my/our telephone conversation conducted with it.
- 12.2 Any notice or communication given by the Company to me/us shall be deemed made or given :
  - (a) if made by letter, upon delivery to me/us by hand or, if sent by prepaid post to any of my/our addresses as they may appear from time to time on the Company's records, two days after posting for local mail or five days after posting for overseas mail; and
  - (b) if made by facsimile, electronic mail or other electronic means at the respective telefax number, e-mail address or any other number notified to the Company from time to time for communication purposes, upon successful transmission of the message to me/us as confirmed in the Company's transmission records.
- 12.3 Where any written Instructions or any other written communication from me/us is given by facsimile, I/we hereby authorize the Company and/or its Agents to accept such facsimile message from me/us as the original Instruction or communication from me/us, and I/we shall fully indemnify the Company and/or its Agents on demand against all loss, damage, interest, costs, expenses whatsoever which the Company and/or its Agents may incur, or suffer as a result of or arising from the Company's acceptance, reliance on or acting upon those Instructions or communication.
- 12.4 I/We acknowledge and agree that the Company may communicate with or give notice to me/us via electronic means or facilities.
- 12.5 I/We acknowledge and agree that all notices or communication given by me/us to the Company or by the Company to me/us are sent at my/our own risk (including any errors, omission, interruption and delay in transmission of data, misunderstanding made by the Company and any other errors, and the risk that the Company may not be able to ascertain the true identity of the person sending the Instructions and communication) and all notices or communication to the Company shall be effective only upon actual receipt by the Company.

## **13. Joint Account**

- 13.1 We agree that in the case of the Account being a joint account, Instructions and/or any other request relating to the Account given by any of us shall be valid and binding. The Company shall not be required to verify any such Instructions with any of us.
- 13.2 We further agree that in the case of the Account being a joint account, all of our obligations under this Agreement shall be borne by us on a joint and several basis.
- 13.3 Unless terminated in accordance with the Agreement, the death of any of us does not operate to terminate this Agreement. Any notice, payment or delivery by the Company to any of us shall be a full or sufficient discharge of the Company's

obligations to notify, pay or deliver under this Agreement.

#### 14. Risk Disclosure Statements and acknowledgements

- 14.1 The risk of loss in trading futures contracts or options is substantial. In some circumstances, I/we may sustain losses in excess of my/our initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. I/We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my/our position may be liquidated. I/We will remain liable for any resulting deficit in my/our Account. I/We should therefore study and understand futures contracts and options before I/we trade and carefully consider whether such trading is suitable in the light of my/our own financial position and investment objectives. If I/we trade options I/we should inform myself/ourselves of exercise and expiration procedures and my/our rights and obligations upon exercise or expiry.
- 14.2 I/We understand that this brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, I/we should undertake such transactions only if I/we understand the nature of the contracts (and contractual relationships) into which I am/ we are entering and the extent of my/our exposure to risk. Trading in futures and options is not suitable for many members of the public. I/We should carefully consider whether trading is appropriate for me/us in light of my/our experience, objectives, financial resources and other relevant circumstances.

##### **FUTURES**

###### Effect of "Leverage" or "Gearing"

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds I/we have deposited or will have to deposit: this may work against me/us as well as for me/us. I/We may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain my/our position. If the market moves against my/our position or margin levels are increased, I/we may be called upon to pay substantial additional funds on short notice to maintain my/our position. If I/we fail to comply with a request for additional funds within the time prescribed, my/our position may be liquidated at a loss and I/we will be liable for any resulting deficit.

###### Risk – reducing orders or strategies

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

##### **OPTIONS**

###### Variable degree of risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. I/We should calculate the extent to which the value of the options must increase for my/our position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, I/we will suffer a total loss of my/our investment which will consist of the option premium plus transaction costs. If I am/ we are contemplating purchasing deep-out-of-the-money options, I/we should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

- 14.3 I/We understand that I/we should ask the firm with which I/we deal about the terms and conditions of the specific futures or options which I am/ we are trading and associated obligations (e.g. the circumstances under which I/we may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.
- 14.4 Market conditions (e.g. illiquidity) and/or operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If I/we have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits

while the option is not. The absence of an underlying reference price may make it difficult to judge "fair value".

- 14.5 I/We understand that I/we should familiarise myself/ourselves with the protections given to money or other property I/we deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which I/we may recover my/our money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as my/our own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.
- 14.6 Before I/we begin to trade, I/we should obtain a clear explanations of all commission, fees and other charges for which I/we will be liable. These charges will affect my/our net profit (if any) or increase my/our loss.
- 14.7 Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose myself/ourselves to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before I/we trade I/we should enquire about any rules relevant to my/our particular transactions. My/our local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where my/our transactions have been effected. I/We should ask the firm with which I/we deal for details about the types of redress available in both my/our home jurisdiction and other relevant jurisdictions before I/we start to trade.
- 14.8 Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.
- 14.9 The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in my/our own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 14.10 Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My/Our liability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: I/we should ask the firm with which I/we deal for details in this respect.
- 14.11 Trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or is not executed at all.
- 14.12 I/We agree that, whether as a consequence of the matters referred to in sub-clauses 14.10 and 14.11 above or not, in the event that there shall be any form of loss accruing to me/us resulting from the use or attempted use of any of the electronic trading facilities, neither you nor your directors, officers, servants or agents shall be liable to me/us in any respect for any losses or damages of whatever nature including, without limitation, those losses or damages resulting from interruption of use (including, without limitation, any interruption due to the maintenance or upgrade of any electronic trading facilities), loss or corruption of data or loss of profits.
- 14.13 In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which I/we deal may be acting as my/our counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before I/we undertake such transactions, I/we should familiarise myself/ourselves with applicable rules and attendant risks.
- 14.14 If I/we provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for me/us to promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.
- 14.15 I/We confirm that I/we have read the English/Chinese version of this Agreement and agree to the terms of this Agreement, which have been explained to me/us in a language (which is a language of my/our own choice) that I/we understand.
- 14.16 Both Chinese and English versions of this Agreement are provided to me/us. In the event of any discrepancies between the two, the English version shall prevail.

## 15. HKFE Disclaimer, Hang Seng Index Futures and Options Disclaimers

I/We acknowledge that I/we have read, understand and agree with the content of the HKFE Disclaimer, Hang Seng Index Futures and Options Disclaims as stated below:

### 15.1 HKFE Disclaimer

Stock indices and other proprietary products upon which contracts traded on the HKFE may be based may from time to time be developed by the HKFE. The HKFE Taiwan Index is the first of such stock indices developed by the HKFE. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the HKFE (the "Exchange Indices") are the property of the HKFE. The process of compilation and computation of each of the Exchange Indices is and will be the exclusive property of and proprietary to the HKFE. The process and basis of compilation and computation of the Exchange Indices may at any time be changed or altered by the HKFE without notice and the HKFE may at any time require that trading in and settlement of such futures or options contracts based on any of the Exchange Indices as the HKFE may designate be conducted by reference to an alternative index to be calculated. The HKFE does not warrant

or represent or guarantee to any Member/Exchange Participant or any third party the accuracy or completeness of any of the Exchange Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE in respect of the use of any of the Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the Exchange Indices in the compilation and computation of any of the Exchange Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member/Exchange Participant or any third party dealing with futures or options contracts based on any of the Exchange Indices. No claims, actions or legal proceedings may be brought by any Member/Exchange Participant or any third party against the HKFE in connection with or arising out of matters referred to in this disclaimer. Any Member/Exchange Participant or any third party engages in transactions in futures and options contracts based on any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the HKFE in respect of such transactions.

#### 15.2 Hang Seng Index Futures Disclaimer

"HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of licence the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with futures contracts based on such other Hang Seng Indices (collectively, the "Futures Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Member/Exchange Participant or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member/Exchange Participant or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any Member/Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Member/Exchange Participant or any third party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSI."

#### 15.3 Hang Seng Index Options Disclaimer

"HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of licence the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with option contracts based on such other Hang Seng Indices (collectively, the "Option Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Option Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Member/Exchange Participant or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member/Exchange Participant or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any Member/Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Member/Exchange Participant or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSI."

## **16. Default**

- 16.1 All amounts owing by me/us to the Company or any of its Agents together with interest will become immediately payable without notice or demand upon any of the following event of default:
- (a) if, in the Company's opinion, I/we have breached any material provision of this Agreement or defaulted in respect of any Transaction with or through the Company or any of its Agents;
  - (b) non-compliance with any rules or regulations of any relevant exchange or clearing house;
  - (c) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against me/us;
  - (d) any warrant or order of attachment or distress or equivalent order is issued against any of my/our Accounts with the Company or any of its Agents;
  - (e) my/our failure to make any payment to the Company and/or its Agents when due.
- 16.2 Upon the occurrence of any of the events of default described in sub-clause 16.1 above, the Company will be entitled in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to the Company, forthwith to:
- (a) sell or realize all or any part of my/our cash, Approved Debt Securities, Approved Securities and/or property held by the Company or any of its Affiliates in such manner and upon such terms as the Company may conclusively decide and satisfy my/our obligations and indebtedness towards the Company and/or any of its Affiliates out of the net sale proceeds (with fees, expenses and costs deducted) thereof;
  - (b) cancel any or all outstanding orders or any other commitments made on my/our behalf;
  - (c) close out all or any of my/our existing Exchange Contracts in such manner as you consider necessary or appropriate having regard to the HKFE's Futures Exchange Rule;
  - (d) exercise any of its rights under this Agreement.
- 16.3 Any monies received by the Company will be applied in the following order of priority and any residue will be paid to me/us or to my/our order:
- (a) payment of all costs, charges, legal fees and expenses including without limitation stamp duty (if applicable), commission and brokerage properly incurred by the Company in transferring and selling all or any of my/our Approved Debt Securities, Approved Securities or properties or perfecting title thereto;
  - (b) payment of interest accrued on the aggregate outstanding amount due and owing to the Company or any of its Affiliates for the time being; and
  - (c) payment of all money and liabilities due or owing by me/us to the Company or any of its Affiliates.

## **17. Closure of Account**

- 17.1 The Company agrees that, subject to satisfying any indebtedness to it, I/we may close the Account at any time by giving the Company written notice.
- 17.2 I/We agree that the Company may close the Account at its absolute discretion at any time without ascribing any reason therefor.
- 17.3 Closure of the Account will not affect any outstanding orders and any rights and obligations of either party incurred prior to the date the Account is closed.
- 17.4 Any undertakings and indemnities in this Agreement shall survive such closure.

## **18. Liabilities and Indemnities**

- 18.1 I/We agree that the Company and its directors, officers, employees and Agents will not be liable for any delay or failure to perform any obligation on its part or for any losses caused directly or indirectly by any condition or circumstances over which the Company, its directors, officers, employees and Agents do not have direct control, including but not limited to government restrictions, exchange or market rulings, suspension of trading, failure of electronic or mechanic equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, fire, earthquakes and strikes.
- 18.2 Neither the Company nor its directors, officers, employees and Agents shall be liable to me/us for any loss, damage or litigation costs resulting from any error of fact or judgment, or from action taken or inaction or omission or default by the Company or any of its directors, officers, employees and Agents, or from any consequences thereof whatsoever, save and except where such loss, damage and cost is suffered or incurred as a direct result of its gross negligence or wilful default.
- 18.3 I/We further agree that neither the Company nor its directors, officers, employees and Agents nor any Information Provider will be liable for any indirect or other consequential losses or other economic losses (including but not limited to loss of profits, trading losses or special damages) whether arising from negligence, breach of contract or otherwise (including without limitation the inconvenience, delay or loss of use of the Electronic Services), even if the Company has been advised of the possibility of such losses or damages.
- 18.4 I/We agree to indemnify and keep indemnified the Company and its directors, officers, employees and Agents for any loss,

cost, claim, liability or expenses which may be incurred by the Company directly or indirectly, arising out of or in connection with any Instruction or any breach by me/us of any of my/our obligations under this Agreement, including any costs reasonably incurred by the Company in connection with the closure of the Account or in collecting any debts due to the Company and/or its Agents.

18.5 The above terms shall continue to take effect notwithstanding the closure of Accounts and termination of this Agreement.

**19. Assignment and Successors**

19.1 The Company may assign part or all of its rights and/or obligations under this Agreement to any of its Agents without giving notice to me/us, or to any other entity upon written notice to me/us. For the avoidance of doubt, I/we may not assign any of my/our rights and/or obligations under this Agreement unless prior written consent is obtained from the Company.

19.2 I/We agree that this Agreement and all the terms hereof shall be binding on my/our heirs, executors, administrators, personal representatives and assigns. This Agreement shall endure for the benefit of the Company, its successors and assigns.

**20. Personal Data Policy**

20.1 I/We acknowledge and accept the Company's policy and practice on personal data.

**21. Amendments and Changes**

21.1 The Company reserves the rights unilaterally to alter, amend or modify the provisions of this Agreement and any such changes shall, on the giving of written notice thereof to me/us, be binding on me/us immediately. Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless agreed in writing signed by an authorized officer of the Company.

21.2 The Company will notify me/us of material changes in respect of its business which may affect the services it provides to me/us.

**22. Headings**

22.1 The heading of each provision of this Agreement is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in such provision.

**23. Entire Understanding**

23.1 This Agreement, together with all other written agreements between me/us and the Company relating to the Account and terms contained on statements and confirmations sent to me/us, contains the entire understanding between me and the Company concerning the subject matter of this Agreement.

**24. Waiver**

24.1 The rights, remedies, powers and privileges of either party in accordance with the terms of this Agreement are cumulative and not exclusive of any rights or remedies provided by law. No time, indulgence or forbearance granted by either party hereunder shall operate to waive any of its rights under this Agreement, nor shall any single or partial exercise of a party's rights under this Agreement preclude any other or further exercise of such rights.

**25. Severability**

25.1 If any provisions of this Agreement shall be held to be illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

**26. Jurisdiction**

26.1 This Agreement is governed by, and may be enforced in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The parties hereto irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



Date :

SIGNED BY [Name of client(s)]

)

)

)

in the presence of:

)

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Authorized Signature(s) / Business Chop

[Witness name, address and occupation]

Name :

Address :

Occupation :

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Witness Signature

ACKNOWLEDGED AND ACCEPTED BY

)

**Corporate Commodities Limited**

)

)

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Authorized Signature / Business Chop

## **Declaration**

(1) Declaration by the licensed representative of Corporate Commodities Limited

I \_\_\_\_\_ (full name in block letters) CE no. \_\_\_\_\_, being a licensed representative of Corporate Commodities Limited, declare that I have invited the client \_\_\_\_\_ (full name in block letters) to read the risk disclosure statements in sub-clauses 7.3, 7.5, 7.11, 12.5 and sub-clauses 14.1 to 14.14, in the client trading agreement, to ask questions and take independent advice if the client so wishes. I also confirm that I have provided the client with the risk disclosure statements in a language (English or Chinese) of the client's choice.

\_\_\_\_\_  
Signature of the licensed representative

Date:

(2) Declaration by the client

I/We declare that \_\_\_\_\_ (full name in block letters) CE no. \_\_\_\_\_, a licensed representative of Corporate Commodities Limited, has invited me/us to read the risk disclosure statements in sub-clauses 7.3, 7.5, 7.11, 12.5 and sub-clauses 14.1 to 14.14, in the client trading agreement, to ask questions and take independent advice if I/we so wish. I/We also confirm that I/we have been provided with the risk disclosure statements in a language (English or Chinese) of my/our choice.

\_\_\_\_\_  
Signature of the client

Date:

## Corporate Commodities Limited

### Personal Data Policy

The Personal Data (Privacy) Ordinance (the 'Ordinance') has come into force. The Ordinance sets rules governing the collection, use, retention and security of personal data, and provides for other matters concerning personal data. We are pleased to explain to you our policies and practices in relation to personal data:

- (1) It is necessary for clients to provide us with personal data when they open and operate their accounts for trading. If there are insufficient personal data, we may not be able to open or maintain accounts for clients.
- (2) The kinds of personal data needed include:
  - (i) those that can ascertain the identity of a person, e.g. name, ID card no. and ID card copy;
  - (ii) those that can keep us in contact with clients, e.g. telephone no., address;
  - (iii) general information about the backgrounds of clients, e.g. marital status, employment;
  - (iv) information that is directly related to our provision of services to clients, e.g. account nos. of bank accounts kept by clients with their bankers, specimen signatures; and
  - (v) any other data which we consider necessary for our normal operations.
- (3) Clients' personal data may be applied for the following uses:
  - (i) carrying out the Instructions of clients, providing services to clients and performing any other related operations;
  - (ii) conducting credit checks;
  - (iii) if clients' outstanding balances are overdue, the data may be used for the collection of the amounts from clients and other persons who have provided securities for the debts;
  - (iv) making disclosures to any Regulator (Hong Kong or overseas) under the requirements of any laws applicable to us (including making disclosure of any personal data and account information to relevant tax authorities); and
  - (v) any other uses that are incidental to (i) to (iv) above.
- (4) Clients' personal data will be kept confidential but in performing the functions mentioned in (3) above, we may disclose such information to the following parties:
  - (i) any agents, contractors or service providers (e.g. those providing administrative, legal, information, computer, payments, debt collection, securities clearing, auditing and other services connected with our operations). However, we would ensure that they are under the duty to keep such information confidential;
  - (ii) the relevant government departments and regulatory bodies; and
  - (iii) any other persons or organisations under a duty of confidentiality to us (including our fellow subsidiaries).
- (5) The Ordinance provides that any person (or his/her representative) may:
  - (i) make a request to us in order to ascertain whether we hold that person's personal data, and request to be supplied with a copy of such data; and we may impose a fee that is not excessive for each data access request;
  - (ii) if a person has made a data access request in accordance with (5)(i) above finds that the data are not accurate, that person may request us to make the necessary correction to the data.
- (6) Any persons who want to make a data access request or make correction to personal data may contact our Data Protection Officer at 2832 0181 or post to:

Corporate Commodities Limited  
Unit 408-9, 4/F, Fortress Tower,  
250 King's Road, Fortress Hill,  
Hong Kong



To: Corporate Commodities Limited  
Unit 408-9, 4/F, Fortress Tower, 250 King's Road, Fortress Hill, Hong Kong  
Ref No:

### Self-Certification Form – Individual

**Important Notes:**

- This is a self-certification form provided by an account holder to a reporting financial institution for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.
- An account holder should report all changes in his/her tax residency status to the reporting financial institution.
- All parts of the form must be completed (unless not applicable or otherwise specified). If space provided is insufficient, continue on additional sheet(s). Information in fields/parts marked with an asterisk (\*) are required to be reported by the reporting financial institution to the Inland Revenue Department.

**Part 1 Identification of Individual Account Holder**

(For joint or multiple account holders, complete a separate form for each individual account holder.)

**(1) Name of Account Holder**

Title (e.g. Mr, Mrs, Ms, Miss)

Last Name or Surname \*

First or Given Name \*

Middle Name(s)

**(2) Hong Kong Identity Card or Passport Number****(3) Current Residence Address**

Line 1 (e.g. Suite, Floor, Building, Street, District)

Line 2 (City) \*

Line 3 (e.g. Province, State)

Country \*

Post Code/ZIP Code

**(4) Mailing Address** (Complete if different to the current

Line 1 (e.g. Suite, Floor, Building, Street, District)

Line 2 (City)

Line 2 (e.g. Province, State)

Country

Post Code/ZIP Code

**(5) Date of Birth** \* (dd/mm/yyyy)**(6) Place of Birth** (Not compulsory)

Town/City

Province/State

Country

**Part 2 Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent ("TIN") \***

Complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the account holder is a **resident for tax purposes** and (b) the account holder's TIN for each jurisdiction indicated. Indicate **all** (not restricted to five) jurisdictions of residence.

If the account holder is a tax resident of Hong Kong, the TIN is the Hong Kong Identity Card Number.

If a TIN is unavailable, provide the appropriate reason A, B or C:

**Reason A** – The jurisdiction where the account holder is a resident for tax purposes does not issue TINs to its residents.

**Reason B** – The account holder is unable to obtain a TIN. Explain why the account holder is unable to obtain a TIN if you have selected this reason.

**Reason C** – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

Jurisdiction of Residence	TIN	Enter Reason A, B or C if no TIN is available	Explain why the account holder is unable to obtain a TIN if you have selected Reason B
(1)			
(2)			
(3)			
(4)			
(5)			

**Part 3 Declarations and Signature**

I acknowledge and agree that (a) the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap 112).

I certify that I am the account holder / I am authorized to sign for the account holder # of all the account(s) to which this form relates.

I undertake to advise Corporate Commodities Limited of any change in circumstances which affects the tax residency status of the individual identified in Part 1 of this form or causes the information contained herein to become incorrect, and to provide Corporate Commodities Limited with a suitably updated self-certification form within 30 days of such change in circumstances.

**I declare that the information given and statements made in this form are, to the best of my knowledge and belief, true, correct and complete.**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

Date (dd/mm/yyyy) \_\_\_\_\_

(Indicate the capacity if you are not the individual identified in Part 1. If signing under a power of attorney, attach a certified copy of the power of attorney.)

# Delete as appropriate

**WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (ie \$10,000).**

## OPTIONS INFORMATION STATEMENT

Certain terms customarily used in contracts for the trading of options are set out below. This is for illustrative purposes only, please contact us or your account executive if you have any questions concerning this statement.

### A) CONTRACT INFORMATION

#### Strike Price (Exercise Price) :-

The price at which the option holder may exercise the option to buy or sell the underlying commodity.

#### Underlying Commodity :-

This is the security or commodity subject to the option, eg the underlying security for an option over the shares of a company would be the shares of that company; the Hang Seng Index is the underlying commodity of HSI Options.

#### Expiry Day :-

This is the last or only business day on which an option can be exercised.

#### Option Type :-

Call Option - A Call Option is an option giving the holder the right to buy the underlying commodity at an agreed price. For cash settled contracts of difference, the exercising holder will receive a cash payment that is the excess of the price of the underlying commodity over the strike price.

Put Option - A Put Option is an option giving the holder the right to sell the underlying commodity at an agreed price. For cash settled contracts of difference, the exercising holder will receive a cash payment that is the excess of the strike price over the price of the underlying commodity.

#### Buy or Sell Order :-

A call option holder exercises the right to buy the underlying commodity by giving a buy order and a put option holder exercises the right to sell the underlying commodity by giving a sell order.

#### Opening or Closing Trade :-

The trade entered into in connection with an option or its exercise. An opening trade is one to open a position by, eg purchasing an option. A closing trade is one that closes out an existing position, eg by exercising a call or by purchasing the underlying commodities to fulfill a put.

#### Current Quoted Price :-

The market price for which the option is currently being traded as indicated on the screen on the trading floor.

### Some Common Order Types :-

Market Order	-	An order that is to be executed at the most favourable price when the order reaches the trading ring.
Limit Order	-	An order to buy at the limit price or lower, or to sell at the limit price or higher. This ensures that the customer will get at least the price it wants if the order is executed. However, the customer will also take the risk of not getting the order executed at all if the broker finds it impossible to execute at the specified limit.
Buy Stop Order	-	This instructs a broker to execute an order at market price when the contract trades at or above, or is bid at or above a specified price called stop price.
Sell Stop Order	-	This instructs a broker to execute an order at market price when the contract trades at or below, or offered at or below the stop price.
Stop Limit Order	-	This incorporates the provisions of a stop order and a limit order. It is to be activated when the price reaches the stop, but to be executed at no worse than a stated price.
Market If Touched (MIT) Order	-	An order to be executed at market price once the MIT price is reached. An MIT sell order is placed at a price above the existing market. An MIT buy order is placed below the market.
Fill or Kill Order (Quick Order)	-	A limit order that instructs a broker to execute the order immediately at the limit price or better. If a broker receives a Fill or Kill order to buy, it will at once take all offers at the limit prices or better available on the floor and show the bid for the balance of the order. If no one hits the bid immediately, the unfilled part of the order will be cancelled.
Good Till Cancelled (GTC) Order	-	An order which remains valid indefinitely until subsequently cancelled.
One Cancels The Other (OCO) Order	-	Consists of two orders, usually one entered above the market price and one entered below the market price. No matter which order is filled first, the other will be cancelled automatically.



## B ) UNDERLYING COMMODITY

### Method of Delivery or Settlement :-

Some options are settled on exercise by the physical delivery of the underlying commodity. Others that are settled by cash payment are known as cash settled contracts of difference, eg HSI Options.

### Contract Size :-

This is designated in the Contract Specifications.

### Calculation of Settlement Price :-

This is usually set forth in the contract. For HSI Options, the Settlement Price is a number, rounded down to the nearest whole number, declared by the HKFE Clearing Corporation Limited (the 'Clearing House'), and is generally the average of the quotations for the Hang Seng Index taken at five-minute intervals during the Expiry Day and compiled, computed and disseminated by HSI Services Limited.

## C ) EXERCISE PROCEDURES

### American Style :-

An American Style option is one that can be exercised anytime before the Expiry Day.

### European Style :-

A European style option is one that can only be exercised on Expiry Day, eg HSI Options.

## D ) PREMIUM

### Calculation of Contract Value :-

Option Premium x Contract Multiplier

Where option premium is the traded price of an option excluding any commissions, trading fees and applicable levies quoted in whole Index points.

### Settlement of Premium :-

HSI options are cash settled contracts of difference, premium to be settled is calculated as :-  
(Settlement Price - Strike Price) x Contract Multiplier

## E) MARGIN

Approximate client margin requirements :-

Clients have to deposit adequate collateral to the broker covering trading liabilities, minimum margins and variation adjustment. Margin requirements have to be settled in cash and all variation adjustment must be paid in cash. Extension of credit, and rebate of any kind to clients for the purposes of circumventing or evading such requirements are prohibited. The broker has to ensure that its clients are able to meet their obligations of margin calls and variation adjustment. In case of default, the broker may be required to report the case to The Hong Kong Futures Exchange Limited (the Exchange). The Exchange has the right to vary the minimum margin requirement from time to time.

A broker may accept non-cash collateral in full or partial satisfaction of margin payment if the prior approval of the Exchange is obtained.

Variation Adjustment Payment :-

This is payable to the Clearing House by a customer (or by a broker on behalf of its customer) calculated on a daily basis according to the rules of the Clearing House.

## F) TRANSACTION COSTS

Minimum Commissions :-

Minimum commissions are payable on all trades and will be the lessor of :-

- a) 1% of the Contract Value rounded up to the nearest Hong Kong Dollar with a minimum of HK\$60.00; and
- b) HK\$100.00.

Cabinet Bids are options that are considered worthless. They may be closed out at a nominal value of HK\$10.00 per contract inclusive of all fees and levies. Cabinet bids have no Contract Value and do not attract minimum commissions.

Exchange and Clearing House Fee :-

Currently HK\$10.00 per contract per side. (Including an HKFE Development Fund Fee of HK\$0.50)

An Exercise Fee of HK\$10.00 per contract is charged to options exercised on Expiry Day. Contracts not exercised are deemed to have expired worthless and do not attract an Exercise Fee.

Applicable Levies includes :-

Securities and Futures Commission Levy	- HK\$1.00 per contract per side
Compensation Fund Levy	- HK\$0.50 per contract per side

G ) (MEMBER REPRESENTATIVE) REGISTERED TRADER OBLIGATIONS

(Member Representative) Registered Trader shall have no obligation to provide firm bids and offers with respect to Long-dated Options.

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Acknowledgement of Options Information Statement

To : Corporate Commodities Limited

I / We the undersigned hereby confirm that I / we have read the OPTIONS INFORMATION STATEMENT.

\_\_\_\_\_

Name :

I / D Card no:

Date :